

**HUMBLE CITY COUNCIL
MEETING PACKET
MAY 25, 2023**

Mayor
Norman Funderburk

Mayor Pro Tem
Council Member, Place 5
David Pierce

Council Member, Place 1
Andy Curry

Council Member, Place 2
Mike Marshall



Council Member, Place 3
Bruce Davidson

Council Member, Place 4
Paula Settle

City Manager
Jason Stuebe

City Secretary
Maria Jackson

**Humble City Council
Regular Meeting Agenda
Thursday, May 25, 2023 at 6:30 p.m.
City Hall Council Chamber
114 W. Higgins Street
Humble, Texas 77338**

- 1. CALL TO ORDER.**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE.**
- 3.** Recognize City Council Member Mark Martin for his service to the City of Humble, Texas.
- 4. CONSENT AGENDA:** Ministerial or “housekeeping” items that can be voted on in one motion as allowed by law. Items may be removed from the Consent Agenda for individual consideration and discussed or acted upon by a majority vote of the Council.
 - a. Minutes: May 11, 2023 Regular Meeting and May 17, 2023 Special Meeting
 - b. Department Reports
 - c. Correspondence
- 5.** Nomination and election of a Mayor Pro-Tempore to serve a term of one (1) year.
- 6.** Presentation, possible action, and discussion on approval of Ordinance No. 23-955, an ordinance amending the City of Humble Ordinance 22-941, passed and approved the 13th day of September 2022 and being an ordinance adopting the City of Humble budget for Fiscal Year 2022-2023, by adding to the budget adopted hereby an Addendum No. 5; providing for a certain amendment to such budget; making certain findings; and providing other matters related to the subject.
- 7.** Presentation, possible action, and discussion on awarding the engineering services contract and authorization to enter into contract negotiations with HDR Engineering, Inc. for the ARPA – SLFRF Drainage Improvement Projects to include G 103-44-00 Drainage Improvements between 7th Street and 1960 Bypass and G 103-43-04 Drainage Improvements between Country Village and Treble Drive.

8. Presentation, possible action, and discussion on approval of an engineering and construction phase services contract with ARKK Engineers, LLC for the 2nd Surface Water Interconnection Project in the amount of \$237,550.
9. Presentation, possible action, and discussion on approval of a Parade and Assembly Permit for a parade procession on June 11, 2023 from 6:15 p.m. to 6:45 p.m. at St. Mary Magdalene Catholic Church.

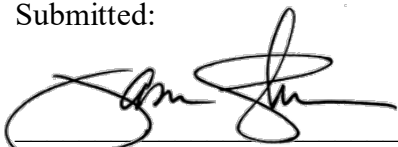
10. COMMUNITY ANNOUNCEMENTS.

The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Humble; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Humble that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of Humble; and announcements involving an imminent threat to the public health and safety of people in the City of Humble that has arisen after posting the agenda.

11. ADJOURN.

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Humble, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall, 114 West Higgins, Humble, Texas. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on May 19, 2023 by 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting. The Agenda and Notice are also available on the City's website, www.cityofhumbletx.gov.

Submitted:


Jason Stuebe, City Manager


Elanna Killian, Deputy City Secretary



IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE CITY OF HUMBLE WILL PROVIDE YOU WITH REASONABLE ACCOMMODATIONS FOR PERSONS ATTENDING CITY COUNCIL MEETINGS. THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE FACILITY MANAGER AT (281) 446-3061 FOR FURTHER INFORMATION.

I certify that the attached notice and agenda of items to be considered by the City of Humble City Council was posted on the official posting board at the Humble City Hall and removed by me on this the _____ day of _____, 20____ at _____.

Signed: _____ Title: _____

Council Meeting
May 25, 2023
Agenda Item #1

CALL TO ORDER

Council Meeting
May 25, 2023
Agenda Item #2

INVOCATION AND PLEDGE OF ALLEGIANCE

Council Meeting
May 25, 2023
Agenda Item #3

Recognize City Council Member Mark Martin

Council Meeting
May 25, 2023
Agenda Item #4A

CONSENT AGENDA:

May 11, 2023 Regular Meeting Minutes

May 17, 2023 Special Meeting Minutes

Mayor
Norman Funderburk

Mayor Pro Tem
Council Member, Place 5
David Pierce

Council Member, Place 1
Andy Curry

Council Member, Place 2
Mark J. Martin



Council Member, Place 3
Bruce Davidson

Council Member, Place 4
Paula Settle

City Manager
Jason Stuebe

City Secretary
Maria Jackson

**Humble City Council
Regular Meeting Minutes
Thursday, May 11, 2023 at 6:30 p.m.
City Hall Council Chamber
114 W. Higgins Street
Humble, Texas 77338**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Members Present: Mayor Norman Funderburk, Presiding
Mayor Pro Tem David Pierce
Council Member Andy Curry
Council Member Mark J. Martin
Council Member Bruce Davidson
Council Member Paula Settle

Members Absent: None

Staff Present: City Manager Jason Stuebe, City Secretary Maria Jackson, Fire/EMS Chief David Langenberg, Police Chief Ken Theis, Chief Financial Officer Aimee Phillips, Court Administrator Sandra Elliott, Senior Code Enforcement Officer Fidel Martinez and Patrol Sergeant Brian Waldroup.

Also present: Souls Harbor Church Senior Pastor Tommy Cole, and, Lupe Garcia and Brooke Fuller, WhitleyPenn.

1. CALL TO ORDER.

With a quorum present, the Regular Meeting of the Humble City Council was called to order by Mayor Funderburk at 6:30 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE.

Souls Harbor Church Senior Pastor Tommy Cole led the invocation and Pledge of Allegiance.

3. **HEAR VISITORS:** During this time a citizen may address the City Council on any item which does not appear on the posted Agenda.

Ily M. de Rivas addressed concerns with a local business.

4. **CONSENT AGENDA:** Ministerial or “housekeeping” items that can be voted on in one motion as allowed by law. Items may be removed from the Consent Agenda for individual consideration and discussed or acted upon by a majority vote of the Council.

- a. Minutes: April 27, 2023 Regular Meeting
- b. Department Reports
- c. Correspondence

Council Member Curry stepped away from the regular City Council meeting at 6:35 p.m.

Upon a motion by Mayor Funderburk, the City Council voted five (5) for and none (0) opposed to approve the Consent Agenda. **MOTION PASSED UNANIMOUSLY.**

Absent: Council Member Curry

5. Presentation, possible action, and discussion on approval of the Fiscal Year 2022 City of Humble, Texas Comprehensive Annual Financial Report (CAFR) and Federal Single Audit Report.

Mr. Lupe Garcia with WhitleyPenn gave a presentation on the Fiscal Year 2022 Audit Report that resulted in a clean audit for the Auditor’s Report on the Financial Statements. He added the City's accounting policies and methods were appropriate and in accordance with industry standards.

Council Member Curry returned to the regular City Council meeting at 6:36 p.m.

Upon a motion by Council Member Settle, the City Council voted six (6) for and none (0) opposed to approve the Fiscal Year 2022 City of Humble, Texas Comprehensive Annual Financial Report (CAFR) and Federal Single Audit Report. **MOTION PASSED UNANIMOUSLY.**

6. Presentation, possible action, and discussion on approval of Resolution 23-864, a resolution of the City of Humble, Texas, authorizing the City to enter into an Interlocal Agreement with Harris County to transfer maintenance responsibilities of certain roadways from Harris County to the City of Humble.

Upon a motion by Council Member Curry, the City Council voted six (6) for and none (0) opposed to approve the proposed resolution. **MOTION PASSED UNANIMOUSLY.**

7. Presentation, possible action, and discussion on approval of a Final Plat for the City of Humble Property Room, a subdivision of 1.836 AC. / 79,992 sq. ft. situated in the Wherry B. Adams League, Abstract No. 95, 305 N. Bender Ave., City of Humble, Harris County, Texas.

Upon a motion by Council Member Davidson, the City Council voted six (6) for and none (0) opposed to approve the Final Plat for the City of Humble Property Room, a subdivision of 1.836 AC. / 79,992 sq. ft. situated in the Wherry B. Adams League, Abstract No. 95, 305 N. Bender Ave., City of Humble, Harris County, Texas. **MOTION PASSED UNANIMOUSLY.**

8. COMMUNITY ANNOUNCEMENTS.

Mayor Pro Tem Pierce announced various items of community interest.

9. ADJOURN.

With no further business to discuss, Council Member Martin moved to adjourn. Mayor Funderburk adjourned the meeting at 6:54 p.m.

APPROVED BY THE HUMBLE TEXAS CITY COUNCIL THIS 25TH DAY OF MAY 2023.

Norman Funderburk, Mayor

ATTEST:

Maria Jackson, City Secretary

Mayor
Norman Funderburk

Mayor Pro Tem
Council Member, Place 5
David Pierce

Council Member, Place 1
Andy Curry

Council Member, Place 2
Mark J. Martin



Council Member, Place 3
Bruce Davidson

Council Member, Place 4
Paula Settle

City Manager
Jason Stuebe

City Secretary
Maria Jackson

**Humble City Council
Special Meeting Agenda
Wednesday, May 17, 2023 at 3:00 p.m.
City Hall Council Chamber
114 W. Higgins St.
Humble, Texas 77338**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Members Present: Mayor Norman Funderburk, Presiding
Mayor Pro Tem David Pierce
Council Member Andy Curry
Council Member Mark J. Martin
Council Member Bruce Davidson
Council Member Paula Settle

Members Absent: None

Staff Present: City Manager Jason Stuebe, Deputy City Secretary Elanna Killian, Fire/EMS Chief David Langenberg, Civic Center Director Jennifer Wooden, Court Administrator Sandra Elliott, Fire Marshall/Emergency Management Coordinator James Nykaza, Police Captain Melinda Bradshaw, Assistant Fire Chief Wyatt Watkins, Chief Court Clerk Teresa Diaz, EMS Division Chief Royce Worrell, Fire Rescue Captain Richard Bailey, Fire Rescue Training Officer Thomas Miller, Fire Rescue Driver/Operator Clifton Ferguson, Firefighter/Paramedic Mike Murphy, Firefighter/EMT Jacob Stauder-Mordecai and Health Officer Paula Palla.

1. CALL TO ORDER.

With a quorum present, the Special Meeting of the Humble City Council was called to order by Mayor Funderburk at 3:00 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE.

Reverend Doctor Wilbert C. Baker led the invocation and Pledge of Allegiance.

3. Presentation, discussion, and action on approval of Ordinance 23-954, canvassing the returns and declaring the results of the General Election held on May 6, 2023 for the purpose of electing a Mayor, a City Council Member for Place 1 and a City Council Member for Place 2.

Deputy City Secretary Killian presented the City of Humble's Certified Results from the May 6, 2023 General Election from Harris County Elections as follows:

For Mayor	Votes Received	Percentage
Norman Funderburk	388	100.00%
For City Council Member Place 1	Votes Received	Percentage
Eric D. Lacy	214	47.03%
Charles "Andy" Curry	241	52.97%
For City Council Member Place 2	Votes Received	Percentage
Mike Marshall	381	100.00%

Upon a motion by Council Member Davidson, the City Council voted six (6) for and none (0) opposed to approve the proposed ordinance. **MOTION PASSED UNANIMOUSLY.**

4. Administer the Oath of Office to Norman Funderburk, Mayor, Charles "Andy" Curry, City Council Member Place 1, and Mike Marshall, City Council Member Place 2, by the City of Humble Municipal Court Presiding Judge Vic Pecorino.

Judge Vic Pecorino administered the Oath of Office to Norman Funderburk, Mayor, Charles "Andy" Curry, City Council Member Place 1, and Mike Marshall, City Council Member Place 2.

5. ADJOURN.

With no further business to discuss, Council Member Marshall moved to adjourn. Mayor Funderburk adjourned the meeting at 3:08 p.m.

APPROVED BY THE HUMBLE TEXAS CITY COUNCIL THIS 25TH DAY OF MAY 2023.

Norman Funderburk, Mayor

ATTEST:

Elanna Killian, Deputy City Secretary

Council Meeting
May 25, 2023
Agenda Item #4B

CONSENT AGENDA:
Department Reports

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month April

Year 2023

Municipal Court for the City Humble Municipal Court

Presiding Judge Vic Pecorino

If new, date assumed office

Court Mailing Address 315 N Bender Ave

City Humble

, TX Zip 77338-0000

Phone Number (281) 446-6574

Fax Number (281) 446-3748

Courts Public Email COURT@CityofHumble.net

Court's Website www.cityofhumble.com

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT

Prepared by Sandra Elliott

Date May 8, 2023

Phone Number (281) 446-6574

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION

P O BOX 12066

AUSTIN, TX

78711-2066

PHONE: (512) 463-1625

FAX: (512) 936-2423

CRIMINAL SECTION

City of Humble Municipal Court

Month April Year 2023

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	11,188	435	1	5,054	15,983	254
a. Active Cases	5,406	310	1	3,546	5,938	234
b. Inactive Cases	5,782	125	0	1,508	10,045	20
2. New Cases Filed <i>— Total 786 ←</i>	461	25	0	66	225	9
3. Cases Reactivated	252	4	0	75	142	6
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	6,119	339	1	3,687	6,305	249
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	141	8	0	16	69	2
b. Dismissed by Prosecution	94	7	0	19	46	4
7. Dispositions at Trial:						
a: Convictions						
1) Guilty Plea or Nolo Contendere	58	13	0	18	25	1
2) By the Court	3	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b: Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	7	0	0	1	3	0
8. Compliance Dismissals:						
a: After Driver Safety Course	54					
b: After Deferred Disposition	50	5	0	8	4	1
c: After Teen Court	0	0	0	0	0	0
d: After Tobacco Awareness Course					0	
e: After Treatment for Chemical Dependency				0	0	
f: After Proof of Financial Responsibility	11					
g: All Other Transportation Code Dismissals	20	1	0	0	44	0
9. All Other Dispositions	4	2	0	7	1	1
10. Total Cases Disposed	442	36	0	69	192	9
11. Cases Placed On Inactive Status	243	28	0	101	136	3
12. Total Cases Pending End of Month:	11,207	424	1	5,051	16,016	254
a: Active Cases	5,434	275	1	3,517	5,977	237
b: Inactive Cases	5,773	149	0	1,534	10,039	17
13. Show Cause Hearings Held	69	2	0	16	28	1
14. Cases Appealed:						
a: After Trial	0	0	0	0	0	0
b: Without Trial	0	0	0	0	0	0

JUVENILE / MINOR ACTIVITY

Court Humble Municipal Court	TOTAL
Month April Year 2023	
1. Transportation Code Cases Filed	5
2. Non-Driving Alcoholic Beverage Code Cases Filed	2
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	0
5. Tobacco Cases Filed	0
6. Failure to Attend School Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed	1
9. All Other Non-Traffic Fine-Only Filed	0
10. Transfer to Juvenile Court:	0
a. Mandatory Transfer	
b. Discretionary Transfer	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)	0
13. Juvenile Statement Magistrate Warning:	0
a. Warnings Administered	
b. Statements Certified	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed	0

ADDITIONAL ACTIVITY

Court Humble Municipal Court	Number Given	Number Requests For Counsel
Month April Year 2023		
1. Magistrate Warnings: a. Class C Misdemeanors	0	
b. Class A and B Misdemeanors	0	
c. Felonies	0	
		TOTAL
2. Arrest Warrants Issued: a. Class C Misdemeanors		511
b. Class A and B Misdemeanors		0
c. Felonies		0
3. Capiases Pro Fine Issued		122
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Filed		0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		0
9. Magistrate's Orders for Ignition Interlock Device Issued		0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
11. Driver's License Denial, Revocation or Suspension Hearings Held		13
12. Disposition of Stolen Property Hearings Held		0
13. Peace Bond Hearings Held		0
14. Cases in Which Fine and Court Costs Satisfied by Community Service: a. Partial Satisfaction		0
b. Full Satisfaction		0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		32
16. Cases in Which Fine and Court Costs Waived for Indigency		1
17. Amount of Fines and Court Costs Waived for Indigency		\$519.00
18. Fines, Court Costs and Other Amounts Collected: a. Kept by City		\$107,504.04
b. Remitted to State		\$28,508.20
c. Total		\$136,012.24

City of Humble
Reported Bank Balance
For the Month of April 2023

	<u>Fiscal YTD</u> <u>Earnings</u>	<u>Balance as of</u> <u>04/30/2023</u>
<u>General Fund:</u>		
Cash & MMF Sweep	\$ 551,533.38	\$ 19,958,672.04
Federal Agency Bonds, Commercial Paper, Brokerage CDs	27,463.37	2,983,117.50
Cash & MMF Sweep - METRO	432,067.09	21,579,920.91
Cash & MMF Sweep - Court Technology Fund	7,264.41	327,568.11
Cash & MMF Sweep - Court Building Security Fund	4,717.27	216,143.29
Total	1,023,045.52	45,065,421.85
<u>Water & Sewer Operating Fund:</u>		
Cash & MMF Sweep	593,672.78	27,827,446.05
Federal Agency Bonds, Commercial Paper, Brokerage CDs	5,067.81	1,249,832.50
Total	598,740.59	29,077,278.55
<u>Photo Traffic Safety Fund:</u>		
Cash & MMF Sweep	222,500.52	10,544,945.19
Total	222,500.52	10,544,945.19
<u>Hotel Tax Fund:</u>		
Cash & MMF Sweep	26,463.35	1,358,899.49
Total	26,463.35	1,358,899.49
<u>Capital Projects Fund:</u>		
Cash - American Rescue Plan Act 2021 Funding	-	3,928,713.93
Cash - CDBG Funding	-	142,300.43
TexStar- Water Well Construction	105.82	4,536.81
Total	105.82	4,075,551.17
<u>Sewer Plant Construction Fund:</u>		
Cash & MMF Sweep - Sewer Rehab	33,369.33	1,472,687.21
Cash & MMF Sweep - Sewer Capacity Fees	885.89	94,407.61
Total	34,255.22	1,567,094.82
<u>Total All Funds:</u>		
Cash & MMF Sweep	1,872,474.02	87,451,704.26
TexStar	105.82	4,536.81
Federal Agency Bonds, Commercial Paper, Brokerage CDs	32,531.18	4,232,950.00
Total	\$ 1,905,111.02	\$ 91,689,191.07

CITY OF HUMBLE

PUBLIC WORKS DEPARTMENT

MONTHLY REPORT
APRIL 2023



MARK K. ARNOLD
DIRECTOR OF PUBLIC WORKS
CULLEN FRANCIS
ASSISTANT DIRECTOR OF PUBLIC WORKS
MAY 4, 2023

PUBLIC WORKS DEPARTMENT

APRIL 2023

MONTHLY PROJECT REPORTS

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PROJECT SUMMARY

<i>Project</i>	<i>Engineer</i>	<i>Contractor</i>	<i>Cost</i>	<i>Dates</i>
Dennis St / Jordan's Gully Drainage Improvements	ARKK Engineers		\$ 110,000.00 Eng. \$ 1,224,170.00 Est <u>1,334,170.00</u>	Engineering 70% complete Survey Complete – August 2021
Northshire LS upgrades, New Force Main & Gravity Line	RPS – Klotz & Associates		\$ 8,306,000.00 Est \$ 1,040,830.00 Eng. \$ 9,346,830.00	Plans are 100% complete In process of obtaining easements
S. Bender Road Improvements	ARKK Engineers	Aranda Brothers Construction	\$ 234,500.00 Est \$ 1,762,182.00 Const Est \$ 1,996,682.00	Design 100% complete Contract Awarded March 9, 2023 300 contract days Construction will begin May 8, 2023
Black's Branch Drainage Improvements	Bleyl	Rebel Contracting	\$ 150,000.00 Eng. \$ 1,562,057.80 \$ 1,712,057.80	100% Plan Review – October 2021 Re-bid Opening September 15, 2022 Contract Awarded September 22, 2022 Construction 85% Complete
2021 Water Line Project	ARKK Engineers	T-CON	\$ 1,791,988.00 Contract <u>251,180.00 Eng.</u> \$2,043,168.00	Engineering began – May 2021 Survey Complete Design is @ 100% complete Construction began August 8, 2022 210 contract days Construction 100% Complete
Artesian Well Rehabilitation Project	ARKK Engineers	Fox Family Pools	\$ 80,540.00	Bid Opening on May 26, 2022. Construction began September 30, 2022 Construction & landscaping complete
ARPA / Drainage Improvements	HDR, Inc.		\$ 3,900,000.00 Total	Received 100% of funds Deadline to complete December 2024

Under Construction	\$3,835,765.80
Under Bid	\$1,996,682.00
Under Design	\$14,581,000.00
Total	\$20,513,447.80

Dennis St / Jordan's Gully Drainage Improvements

Project Description –

Drainage ditch improvements from Wilson Road up and alongside Dennis St.

Engineers – ARKK Engineers

Contractor –

Status –

Survey completed in August 2021.
Engineering started in August 2021 and is 70% complete.

Northshire LS Upgrade, New Force Main, New Gravity Sewer Line

Project Description -

This project includes Wastewater System Improvements for providing sewer service for anticipated growth in the northwest area of Humble around West Townsen. It includes the upgrades to the Northshire Lift Station including electrical work and new piping and valves, construction of approximately 10,000 linear feet of 16" force main, 5,600 linear feet of 24" gravity sewer line, and replacement of 2,300 linear feet of 27" gravity sanitary sewer line. The improvements also include replacing the siphon that crosses Garner's Bayou into the Wastewater Plant

Engineers – RPS – Klotz Associate, Inc.

Contractor –

Status –

Plans are 100% complete and City is in the process of obtaining easements.

S. Bender Road Improvements

Project Description -

Replacement of existing concrete road with drainage improvements.

Engineers – AARK Engineering

Contractor – Aranda Brothers Construction

Status –

Design is 100% complete

Bid award on March 9, 2023

Construction start date will be May 8, 2023

300 contract days

Black's Branch Drainage Improvements

Project Description -

Channel Rehabilitation of Black's Branch from CenterPoint Power Lines south 1,000 feet to Cantertrot Drive.

Engineers – Bleyl Engineering

Contractor – Rebel Contracting

Status –

Construction 85% Complete
Completion Date – July 1, 2023

For the month of April, the channel rehabilitation of Black Branch Bayou is still moving forward as scheduled. Rebel has poured and finished the headwall from station 3+85 to 6+80. Rebel started cleaning and sieving existing riprap to place back in designated areas for erosion control. Riprap is continuing to be placed and slopes cut on areas where headwall has been completed. Rainy weather has put a few delays on the channel rehab, but Rebel said that are still anticipating a completion date by the end of June.



2021 Water Line Projects

Project Description -

Construct and Replace Various Water Lines:

1. S Houston Ave.
2. Highway 59 Northbound Frontage
3. FM 1960 Bypass
4. Ave F to Higgins

Engineers – ARKK Engineers

Contractor – T-CON

Status –

Started Engineering May 2021.

Survey is complete.

Design is 100% complete.

Bid Opening took place on May 26, 2022.

Construction began August 8, 2022

210 Contract days

Work Performed in April 2023:

940 Lf of 8" PVC C-900 on S Houston,

2 ea. 8" Wet Connect on S Ave D

2 ea. 8" Gate Valve, 1 ea. Fire Hydrant,

21 ea. 1" Service Connection, 1 ea. 2"

Service Connection,

Construction is 100% Complete



Artesian Well Rehabilitation Project

Project Description -

This project will consist of the breakout and removal of existing concrete pool, coping, electric, plumbing, electric service, installation of two level pools, including electrical service, meter can, breaker box, pool equipment on gunite pad, 6-foot wooden fence with gate around pool equipment, 4-flood lights, auto fill and overflow line, IntelliFlo VSF waterfall pump on artesian well head.

Engineers – ARKK

Contractor – Fox Family Pools

Status –

Bid Opening took place on May 26, 2022.
120 Contract days.
Construction began on September 30, 2022

Construction and landscape are complete

ARPA / Drainage Improvements

Project Description -

Drainage Improvements:

1. 7th Street to FM 1960 Bypass
2. Wilson Rd to Treble Drive

Engineers – HDR, Inc.

Contractor –

Status –

100% of funds received
Completion Deadline is December 2024

VEHICLE MAINTENANCE DEPARTMENT

Repairs on Vehicles: (104)

Scheduled Service: (6)

Number of Vehicles Serviced: (60)

WATER & WASTEWATER OPERATION & TREATMENT DEPARTMENT

Miscellaneous Water Operations:

- ◆ Monthly Maintenance
- ◆ Greased pump and motor for booster pump #3 at Well #6
- ◆ Changed blow off fittings at Well #6 to brass
- ◆ Replaced the A/C capacitor at Well #6 in the pump house

Miscellaneous Wastewater Operations:

- ◆ Monthly Maintenance
- ◆ Daily plant maintenance – cleaning, rinsing down, netting out debris and bleaching waste water plant
- ◆ Weekly maintenance of UV System – cleaning of channels, inspection of lamps and changing power center cards and faulty lamps as needed
- ◆ Weekly blower maintenance – degreasing and rinsing of blower filters for the blowers at SWWTP
- ◆ Daily cleaning of digester walls and troughs – rinsing down and bleaching troughs as needed
- ◆ Weekly pumping of de-greaser in the wet wells as needed to control grease build-up
- ◆ Pulled pump #1 at Wilson Rd lift station
- ◆ Replaced the rubber flaps on the skimmer arms for clarifier #1, #2 and #3
- ◆ Performed a top clean in the wet well at Dennis St lift station
- ◆ De-clogged discharge line for pump #1 at J & L Ranchland lift station
- ◆ Pulled pumps #1 and #2 at Dennis St lift station
- ◆ Pulled pump #1 at Townsen lift station and took to shop
- ◆ Removed excessive grease from the discharge lines for pumps #1 and #2 at J & L Ranchland lift station
- ◆ Pulled pump #3 at Pheasant Run lift station
- ◆ Performed annual inspection and maintenance on belt press
- ◆ Installed VFD for belt press
- ◆ Installed SCADA for weather station
- ◆ Replaced solenoid for the water valve for the sprayers on Clarifier #1
- ◆ Repaired non-pot water line that feeds Clarifier #2
- ◆ Ran conduit and wire for an outside receptacle at the main lift station at SWWTP

- ◆ Inspected and cleaned the level transmitter at North Shire lift station
- ◆ Pulled pump #2 at 1960 Bypass lift station
- ◆ Performed grease inspection at J & L Ranchland lift station
- ◆ Replaced communication card for Channel #1 module #1 at the UV system at SWWTP
- ◆ Ran new wire and wired up SCADA weather station

Generators:

- ◆ Monthly Maintenance

CITY OF HUMBLE

APRIL 2023

MONTHLY GASOLINE REPORT

CITY OF HUMBLE
MONTHLY GASOLINE REPORT

April-23

DEPARTMENT	UNLEADED	DIESEL	TOTAL	UNLEADED	DIESEL
ADMINISTRATION			0	0.00%	0.00%
STREET	348.8	493.4	842.2	3.88%	36.94%
FIRE	418.8	274.1	692.9	4.66%	20.52%
EMS	353.9	520.9	874.8	3.93%	39.00%
POLICE	4506.7		4506.7	50.10%	0.00%
TRAFFIC CONTROL	1047.7		1047.7	11.65%	0.00%
PARK	542.6		542.6	6.03%	0.00%
ANIMAL CONTROL	55.2		55.2	0.61%	0.00%
INSPECTIONS	290.5		290.5	3.23%	0.00%
VEH MAINT			0	0.00%	0.00%
FIRE MARSHAL	253.4		253.4	2.82%	0.00%
BLD MAINT	48.8		48.8	0.54%	0.00%
WATER	375.6		375.6	4.18%	0.00%
SEWER	369.9	47.2	417.1	4.11%	3.53%
SENIOR ACTIVITY	133.6		133.6	1.49%	0.00%
CIVIC CENTER	250.5		250.5	2.78%	0.00%
TOTAL	8996	1335.6	10331.6	100.00%	100.00%

PUBLIC WORKS DEPARTMENT

APRIL 2023

OVERTIME / COMPTIME

MONTHLY REPORT

Monthly Overtime / Comptime Report
City of Humble Public Works Department
April 2023

Water & Wastewater Treatment						
Employee				On-Call Time	Total O.T.	Total Comp
Jason Campbell				15	11	
Kyle Elliott						
Steve Filmore				37.5	36	
Tommy Hosler					2.5	
Louis Johnson				15	8	
Leroy Naquin					6	
Matt Watters				15	16	
Total:				82.5	79.5	0
Water & Wastewater Distribution						
Employee				On-Call Time	Total O.T.	Total Comp
Billy Baucom				22.5		
Mason Bradshaw					3	
Angel Cuellar						
Ray Flores				15	6	
Kevin Gunn				15	6	
Gordon Meadows				15	6	
Mike Richard				15	9	
Total:				82.5	30	0
Street Department						
Employee				On-Call Time	Total O.T.	Total Comp
Vincent Allen				15	13.5	
Chase Anderson				30	15.5	
Justin Brown				15	12	
Jack Lemoine					8.5	
Jarred Thomas						
Dusty Tullos					6	
Joel Villa						
David Wehunt						
Brent Wisenbaker				22.5	19	
Total:				82.5	74.5	0
Vehicle Maintenance						
Employee				On-Call Time	Total O.T.	Total Comp
Frank Alexander						
Ryan Killion						
Bill Neeley						
Total:					0	0

Bridging Maintenance						
Employee				On-Call Time	Total O.T.	Total Comp
George McCaa						
Fred Hawkins						
Total:					0	0

WATER DEPARTMENT

APRIL 2023

MONTHLY REPORT

City of Humble
Water Pumpage Report 2023

4064

4064

Month	Total Monthly Pumpage	Total Well Pumpage	Total City of Houston	Peak Daily Pumpage	Low Daily Pumpage	Average Daily Pumpage	Total Monthly Connections
January	82,790	58,505	24,285	2,947	2,311	2,671	4,084
February	87,207	61,410	25,797	5,895	2,356	3,115	4,085
March	93,893	59,541	34,352	3,934	2,584	3,029	4,064
April	84,877	55,896	28,981	3,511	2,285	2,829	4,068
May							
June							
July							
August							
September							
October							
November							
December							
Total	348,767	235,352	113,415	16,287	9,536	11,644	4
Maximum	93,893	61,410	34,352	5,895	2,584	3,115	
Minimum	82,790	55,896	24,285	2,947	2,285	2,671	
Average	87,192	58,838	28,354	4,072	2,384	2,911	

Difference Between Water Billed and Water Pumped

[illegible]

TCEQ MONTHLY REPORT
Water Works Operation for
Ground Water Supplies

SEND REPORT TO: TCEQ
P.O. BOX 13087
Austin, Tx. 78711-3087

(1) Name of System: CITY OF HUMBLE County : HARRIS

(1a) System I.D. No.: 1010014 Month of: April-23

Day	PUMPAGE TO DISTRIBUTION SYSTEM IN THOUSAND GALS.					(6) PURCHASED	(7) SOLD
	(2) DIRECT	(3) FROM GND.	(4) TOTAL	(5) DISINFECTION		FROM C/O	TO C/O
	FROM WELLS	STORAGE	PUMPAGE	Cl2 Lbs.	NH3N Gal.	HOUSTON	HOUSTON
1	871	1084	2971	62	12.7	1016	92
2	881	1258	3254	63	14.1	1115	117
3	949	1051	2917	57	12.7	917	77
4	802	1366	3199	65	14	1031	92
5	892	994	3012	59	13	1126	75
6	613	1205	2689	48	9.8	871	84
7	468	998	2385	41	9.3	919	0
8	1463	1114	2577	77	17	0	445
9	467	1137	2604	38	10.4	1000	196
10	495	1029	2706	51	10.2	1182	73
11	593	1479	2890	64	13.9	818	4
12	689	592	2285	39	7.6	1004	29
13	656	1288	2940	61	11.7	996	77
14	735	1439	3172	64	14.5	998	75
15	740	1009	2748	53	11.5	999	76
16	714	1081	2795	54	11.7	1000	74
17	713	1458	3511	68	13.9	1340	76
18	687	1279	2626	60	12.9	660	74
19	601	1127	2819	43	9.9	1091	157
20	731	1652	3288	54	13.3	905	138
21	1044	1036	3079	63	13	999	87
22	603	1242	2844	57	12.1	999	74
23	663	957	2619	47	11	999	154
24	727	1149	2877	58	11.7	1001	213
25	740	1136	2920	54	12.2	1044	38
26	560	1054	2568	46	10.2	954	86
27	661	801	2460	37	9.4	998	65
28	633	1577	3284	68	15.4	1074	74
29	608	816	2349	46	8.8	925	76
30	648	841	2489	43	9.7	1000	74
TOTAL	21647	34249	84877	1640	357.6	28981	2972
AVG.	722	1142	2829	55	12	966	99
MAX.	1463	1652	3511	77	17	1340	445
MIN.	467	592	2285	37	7.6	0	0

(10) No. of active water services:	4070	(11) Chemical analysis:	April-23
(12) Dates and results of distribution bacteriological analyses:	15 Samples, 15 Good Samples.		4/15/2023
(13) Dates and results of raw unchlorinated well water samples:			
(14) Reservoirs or tanks cleaned:	E.S.T #1- 2- 3- 6 Total 860,000 / G.S.T # 1- 6- 9 Total - 309,000	(15) Dead ends flush:	04/20/23
(16) Over-flow Site / Amount:			
(17) Submitted by / Cert. #:	THOMAS E. HOSLER WG0016273	(18) Total Monthly Combined Over-flows	1,169,000

Water Department Monthly Report
April 2023

Rec Date	Problem Description	Address	Street	Cross Street	Activity Description
04/04/2023	DIRTY WATER	3112	WILSON RD		FLUSHED LINES
04/10/2023	CHECK FOR A WATER LEAK	7502	PINE HOLLOW DR		PRIVATE LEAK
04/17/2023	CHECK FOR A WATER LEAK	19206	HIGHWAY 59 EASTEX FRWY		PRIVATE LEAK
04/12/2023	METER NEEDS REPAIRED	3107	KILLDEER LN		WATER MISCELLANEOUS
04/13/2023	FIRE HYDRANT REPAIR	19440	HIGHWAY 59 EASTEX FRWY		REPAIRED FIRE HYDRANT
04/18/2023	METER NEEDS REPAIRED	7935	KINGFISHER DR		METER BOX REPAIR
04/24/2023	CHECK FOR A WATER LEAK	1419	HOUSTON AVE SOUTH		

WASTEWATER DEPARTMENT

APRIL 2023

MONTHLY REPORT

City of Humble Wastewater Pumpage Report 2023				
Month	Total Monthly Treated	Peak Daily Treated	Low Daily Treated	Average Daily Treated
January	65,561	4,308	1,839	2,185
February	58,943	2,544	1,935	2,105
March	62,809	2,520	1,823	2,093
April	70,126	3,406	1,987	2,337
May				
June				
July				
August				
September				
October				
November				
December				
Total	257,439	12,778	7,584	8,720
Maximum	70,126	4,308	1,987	2,337
Minimum	58,943	2,520	1,823	2,093
Average	64,360	3,195	1,896	2,180

Difference Between Water Pumped vs. Wastewater Treated			
Total Water Pumped	Wastewater Treated	Pumped vs. Treated	Percent Treated
82,790	65,561	17,229	79.19%
87,207	58,943	28,264	67.59%
93,893	62,809	31,084	66.89%
84,877	70,126	14,751	82.62%
348,767	257,439	91,328	73.81%

**City Of Humble
Southwest Wasterwater Treatment Facility**

Month: April-23

Date	Temp.	Rain	Flow Meter	Total Flow	Effluent							Sample Flow	Non Potable Water	Beltpress Water	Bleach
LROPM			11,969,278		CBOD	T.S.S.	NH3N	Ecoli	pH	DO	Temp.				
1-Apr	70		11,971,516	2,238,000								1.7	75,259		2.4
2-Apr	70		11,973,575	2,059,000								1	80,599		1.3
3-Apr	74		11,975,734	2,159,000								1.1	79,472		2.5
4-Apr	73		11,977,974	2,240,000								1.65	127,504		2.1
5-Apr	75		11,980,180	2,206,000						8.47	25.7	1.87	139,107	47,917	4.3
6-Apr	57	1.38	11,982,990	2,810,000					7.28	8.74	24.3	2.02	189,232	71,198	6
7-Apr	60	1.11	11,986,396	3,406,000								3.17	175,406	50,995	5.3
8-Apr	64	0.4	11,989,380	2,984,000								1.65	116,342		3
9-Apr	61		11,991,566	2,186,000								1.09	115,749		2.7
10-Apr	59		11,993,553	1,987,000								1.27	115,980	1	3
11-Apr	61		11,995,784	2,231,000								1.62	121,849	36,403	0.3
12-Apr	55		11,997,925	2,141,000						9.06	24	2.06	83,401	4,259	2.2
13-Apr	54		12,000,111	2,186,000					7.26	8.62	24.1	1.91	136,894	46,146	4.3
14-Apr	57		12,002,287	2,176,000								2.01	120,536	38,451	3.1
15-Apr	68		12,004,557	2,270,000								1.36	93,540		2.9
16-Apr	62		12,006,760	2,203,000								1.05	104,525		1.8
17-Apr	68		12,008,839	2,079,000								1.6	113,612		2.9
18-Apr	64		12,010,893	2,054,000								2.09	137,992	31,451	3.5
19-Apr	66		12,013,055	2,162,000						8.74	24.6	1.91	176,775	37,753	4.5
20-Apr	72		12,015,268	2,213,000					7.32	8.53	25.1	2.01	187,487	37,498	5
21-Apr	64	2.2	12,018,459	3,191,000								3.8	179,697	37,071	0
22-Apr	61		12,021,623	3,164,000								1.6	114,823		1.5
23-Apr	66		12,023,804	2,181,000								1.05	113,757		2.5
24-Apr	55	0.01	12,025,895	2,091,000								2.19	120,435		2.8
25-Apr	61		12,028,000	2,105,000								1.89	173,009	37,678	4.2
26-Apr	66		12,030,194	2,194,000						8.94	24.5	1.24	156,154	36,070	2.8
27-Apr	63	0.45	12,032,408	2,214,000					7.2	8.23	25.1	2.77	164,474	42,185	3.1
28-Apr	57		12,034,889	2,481,000								1.86	169,270	47,539	2.4
29-Apr	61	0.31	12,037,243	2,354,000								1.44	153,077	39,460	2
30-Apr	54		12,039,404	2,161,000								1.11	112,496		1.3
Total	1898	5.86		70,126,000					29.06	69.33	197.4	53.09	3,948,453	642,075	85.7
Avg	63	1		2,337,533					7.27	8.67	25	2	131,615	37,769	2.86
Min.	54	0.01		1,987,000					7.20	8.23	24	1	75,259	1	0
Max.	75	2.2		3,406,000					7.32	9.06	25.7	3.8	189,232	71,198	6

Sewer Department Monthly Report April 2023

[illegible]

STREET DEPARTMENT

APRIL 2023

MONTHLY REPORT

Street Department Monthly Report
April 2023

Rec Date	Problem Description	Address	Street	Cross Street	Activity Description
04/03/2023	DEBRIS CLEAN UP / SPILLS		CANTERBURY DR		CLEANED UP DIRT AND DEBRIS FROM ROAD
04/03/2023	MOWING R-O-W				MOWED CITY RIGHT OF WAY
04/03/2023	MOWING R-O-W				MOWED CITY RIGHT OF WAY
04/03/2023	STORM SEWERS				VEHICLE - TIRES, FLAT REPAIRS
04/03/2023	MOWING R-O-W				MOWED CITY EASEMENT
04/04/2023	MOWING EASEMENT				MOWED CITY EASEMENT
04/04/2023	CLEAN DRAINS / DITCHES		WILSON RD	WILL CLAYTON PKWY	CLEANED DEBRIS FROM CATCH BASIN
04/04/2023	MOWING R-O-W				MOWED CITY EASEMENT
04/04/2023	FILL POT HOLES ETC		TOWNSEN RD	HOUSTON AVE NORTH	FILLED POT HOLES WITH COLD PATCH
04/04/2023	FILL POT HOLES ETC		ROADRUNNER LN	WARBLER LN	FILLED POT HOLES WITH COLD PATCH
04/04/2023	MOWING R-O-W				MOWED CITY RIGHT OF WAY
04/04/2023	IN-HOUSE REQUEST	3112	WILSON RD		MOWED CITY EASEMENT
04/05/2023	STORM SEWERS				CLEANED DEBRIS FROM CATCH BASIN
04/05/2023	CUT DOWN TREE	1303	MCDUGALD		REMOVE FALLEN TREE FROM ROADWAY
04/12/2023	CURB REPAIR		MAIN EAST		REPAIRED CURB
04/14/2023	IN-HOUSE REQUEST				PAVING MISCELLANEOUS
04/14/2023	IN-HOUSE REQUEST		MAIN EAST		PAVING MISCELLANEOUS
04/14/2023	IN-HOUSE REQUEST		MAIN EAST	AVE A NORTH	PAVING MISCELLANEOUS
04/14/2023	IN-HOUSE REQUEST				PAVING MISCELLANEOUS
04/17/2023	MOWING EASEMENT				MOWED CITY RIGHT OF WAY
04/17/2023	CURB REPAIR	614	STAITTI ST		PAVING MISCELLANEOUS
04/17/2023	REPLACE COLVERTS	7840	VEGAS		INSTALLED TILE IN DITCHLINE
04/18/2023	DRIVEWAY REPAIR	7840	VEGAS		
04/18/2023	REMOVE FALLEN TREE	115	HOUSTON AVE NORTH		CLEANED UP DIRT AND DEBRIS FROM ROAD
04/18/2023	MOWING EASEMENT				MOWED CITY RIGHT OF WAY
04/18/2023	REPAIR TRAFFIC SIGNAL		HOUSTON AVE SOUTH	ISAACKS RD	PORTABLE STOP SIGNS FOR POWER OUTAGE
04/18/2023	REPAIR TRAFFIC SIGNAL		WILSON RD	ISAACKS RD	PORTABLE STOP SIGNS FOR POWER OUTAGE
04/18/2023	REPAIR TRAFFIC SIGNAL		MAIN EAST	ISAACKS RD	PORTABLE STOP SIGNS FOR POWER OUTAGE
04/18/2023	REPAIR TRAFFIC SIGNAL		WILSON RD	FIRST ST EAST	NOTIFIED TRAFFIC SIGNAL DIVISION
04/20/2023	MISCELLANEOUS				
04/21/2023	INLET REPAIR	9930	FM 1960 BYPASS EAST		REPAIRED INLET OR CATCH BASIN
04/21/2023	IN-HOUSE REQUEST				REPAIRED INLET OR CATCH BASIN
04/21/2023	MISCELLANEOUS	102	GRANBERRY		PAVING MISCELLANEOUS

Street Department Monthly Report
April 2023

04/21/2023	MISCELLANEOUS	102	GRANBERRY		PAVING MISCELLANEOUS
04/21/2023	MISCELLANEOUS	102	GRANBERRY		PAVING MISCELLANEOUS
04/21/2023	REPAIR TRAFFIC SIGNAL		FM 1960 BYPASS EAST	BENDER AVE	NOTIFIED TRAFFIC SIGNAL DIVISION
04/21/2023	CUT DOWN TREE	522	AVE D SOUTH		REMOVE FALLEN TREE FROM ROADWAY
04/21/2023	CUT DOWN TREE	613	AVE F SOUTH		REMOVE FALLEN TREE FROM ROADWAY
04/23/2023	MISCELLANEOUS				PAVING MISCELLANEOUS
04/24/2023	IN-HOUSE REQUEST		MEMORIAL GLEN DR	HOUSTON AVE SOUTH	REPAIRED INLET OR CATCH BASIN
04/24/2023	REPLACE SIGN	611	HIGGINS EAST		REPLACED DAMAGED SIGN
04/24/2023	MISCELLANEOUS				MOWED CITY RIGHT OF WAY
04/25/2023	REPAIR TRAFFIC SIGNAL		HIGGINS WEST	BENDER AVE	RESET TRAFFIC SIGNAL BREAKER
04/25/2023	CURB REPAIR	7431	BLUEBIRD BEND		REPAIRED CRACKED OR BROKEN CONCRETE
04/25/2023	REPAIR TRAFFIC SIGNAL		MAIN WEST	BENDER AVE	PORTABLE STOP SIGNS FOR POWER OUTAGE
04/26/2023	REPAIR TRAFFIC SIGNAL		FIRST ST EAST	CHARLES ST	NOTIFIED TRAFFIC SIGNAL DIVISION
04/26/2023	SIGHT OBSTRUCTION	129	ISAACKS RD		TRIM LOW HANGING LIMBS
04/27/2023	STORM SEWERS				CLEANED DEBRIS FROM CATCH BASIN
04/27/2023	REPAIR TRAFFIC SIGNAL		BENDER AVE	FIRST ST WEST	NOTIFIED TRAFFIC SIGNAL DIVISION
04/27/2023	MISCELLANEOUS	102	GRANBERRY		PAVING MISCELLANEOUS
04/28/2023	REPAIR TRAFFIC SIGNAL		FIRST ST EAST	CHARLES ST	NOTIFIED TRAFFIC SIGNAL DIVISION
04/28/2023	REPLACE FLAGS		MAIN EAST		PAVING MISCELLANEOUS
04/28/2023	REPLACE SIGN	1503	HOUSTON AVE SOUTH		REPLACED DAMAGED SIGN
04/28/2023	REPLACE SIGN		DENNIS AVE	FIRST ST EAST	REPLACED DAMAGED SIGN
04/28/2023	REPLACE SIGN		SPRING CREEK CROSSING		REPLACED FADED SIGN
04/28/2023	REPAIR STREET LIGHT	108	MAIN EAST		CHANGED TRAFFIC SIGNAL BULB
05/02/2023	FILL POT HOLES ETC	20219	FIELDTREE DR		FILLED POT HOLES WITH COLD PATCH
05/02/2023	TRIM LIMBS	20207	FIELDTREE DR		TRIM LOW HANGING LIMBS
05/02/2023	TRASH PICK-UP		INTERCONTINENTAL BLVD	WILSON RD	PICK UP TRASH ON ROADWAY
05/02/2023	REPAIR SIGN		WELCH ST	CAROLYN ST	REPLACE STOP SIGN
05/02/2023	REPAIR SIGN		AVE D NORTH	FOURTH ST	REPLACE STOP SIGN
05/03/2023	TRIM LIMBS	9822			TRIM LOW HANGING LIMBS
05/03/2023	TRIM LIMBS	9803	WESTMINSTER DR		TRIM LOW HANGING LIMBS
05/05/2023	CURB REPAIR	9710	SALZBURG CT		
05/12/2023	MISCELLANEOUS		MCDUGALD		

VEHICLE MAINTENANCE

APRIL 2023

MONTHLY REPORT

Vehicle Maintenance Monthly Report

April 2023

Date	Unit #	Activity	Activity Description	Problem	Problem Description
04/03/2023	486	VOIL	VEHICLE - OIL LUBE & FILTER	VOIL	VEHICLE - OIL LUBE AND FILTER
04/03/2023	486	VTIRER	VEHICLE - TIRES, ROTATE	VOIL	VEHICLE - OIL LUBE AND FILTER
04/03/2023	486	VTIREN	VEHICLE - TIRES , NEW	VOIL	VEHICLE - OIL LUBE AND FILTER
04/03/2023	486	VMM	VEHICLE - MOTOR REPAIR	VOIL	VEHICLE - OIL LUBE AND FILTER
04/03/2023	486	VMM	VEHICLE - MOTOR REPAIR	VOIL	VEHICLE - OIL LUBE AND FILTER
04/03/2023	486	VAC	VEHICLE- AC REPAIR	VOIL	VEHICLE - OIL LUBE AND FILTER
04/03/2023	461	VTIREN	VEHICLE - TIRES , NEW	VTIREN	VEHICLE - NEW TIRES
04/03/2023	262	VEP	VEHICLE - ENGINE PERFORMANCE	VEP	VEHICLE - ENGINE PERFORMANCE
04/03/2023	263	VEP	VEHICLE - ENGINE PERFORMANCE	VEP	VEHICLE - ENGINE PERFORMANCE
04/03/2023	460	VEP	VEHICLE - ENGINE PERFORMANCE	VEP	VEHICLE - ENGINE PERFORMANCE
04/04/2023	466	VAC	VEHICLE- AC REPAIR	VAC	VEHICLE - A/C REPAIR .
04/04/2023	408	VOIL	VEHICLE - OIL LUBE & FILTER	VOIL	VEHICLE - OIL LUBE AND FILTER
04/04/2023	408	VTIRER	VEHICLE - TIRES, ROTATE	VOIL	VEHICLE - OIL LUBE AND FILTER
04/04/2023	408	VAF	VEHICLE- AIR FILTER	VOIL	VEHICLE - OIL LUBE AND FILTER
04/04/2023	408	VBRK	VEHICLE - BRAKE SYSTEM	VOIL	VEHICLE - OIL LUBE AND FILTER
04/04/2023	408	VBRK	VEHICLE - BRAKE SYSTEM	VOIL	VEHICLE - OIL LUBE AND FILTER
04/04/2023	408	VENGC	VEHICLE - ENGINE COOLANT SYSTEM REPAIR	VOIL	VEHICLE - OIL LUBE AND FILTER
04/04/2023	332	VLTN	VEHICLE - LIGHTING	VLTN	VEHICLE - LIGHTING
04/04/2023	259	VEP	VEHICLE - ENGINE PERFORMANCE	VEP	VEHICLE - ENGINE PERFORMANCE
04/04/2023	476	VLTN	VEHICLE - LIGHTING	VLTN	VEHICLE - LIGHTING
04/04/2023	266	VEMGL	VEHICLE - EMERGENCY LIGHTING	VEMGL	VEHICLE - EMERGENCY LIGHTING
04/04/2023	266	VDC	VEHICLE - R/R DECALS	VEMGL	VEHICLE - EMERGENCY LIGHTING
04/05/2023	484	VTRANS	VEHICLE - TRANSMISSION SERVICE	VTRANS	VEHICLE - TRANSMISSION SERVICE
04/05/2023	484	VMM	VEHICLE - MOTOR REPAIR	VTRANS	VEHICLE - TRANSMISSION SERVICE
04/05/2023	2052	VWIPE	VEHICLE - WIPERS	VWIPE	VEHICLE - WIPERS
04/05/2023	632	VOIL	VEHICLE - OIL LUBE & FILTER	VOIL	VEHICLE - OIL LUBE AND FILTER
04/05/2023	478	VAC	VEHICLE- AC REPAIR	VAC	VEHICLE - A/C REPAIR
04/05/2023	233	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	VMISC	VEHICLE - MISCELLANEOUS REPAIRS
04/05/2023	402	VWIPE	VEHICLE - WIPERS	VWIPE	VEHICLE - WIPERS
04/05/2023	2056	VBAT	VEHICLE - BATTERIES	VBAT	VEHICLE - BATTERIES
04/06/2023	262	VDC	VEHICLE - R/R DECALS	VAC	VEHICLE - A/C REPAIR
04/06/2023	493	VLTN	VEHICLE - LIGHTING	VLTN	VEHICLE - LIGHTING
04/06/2023	3014	VER	VEHICLE - ELECTRIC REPAIR	VER	VEHICLE - ELECTRIC REPAIR

Vehicle Maintenance Monthly Report
April 2023

04/06/2023	250	VMM	VEHICLE - MOTOR REPAIR	VMM	VEHICLE - MOTOR REPAIR
04/06/2023	431	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	VMISC	VEHICLE - MISCELLANEOUS REPAIRS
04/10/2023	466	VBAT	VEHICLE - BATTERIES	VBAT	VEHICLE - BATTERIES
04/11/2023	477	VAC	VEHICLE- AC REPAIR	VAC	VEHICLE - A/C REPAIR
04/11/2023	477	VAC	VEHICLE- AC REPAIR	VAC	VEHICLE - A/C REPAIR
04/11/2023	477	VAC	VEHICLE- AC REPAIR	VAC	VEHICLE - A/C REPAIR
04/11/2023	477	VAC	VEHICLE- AC REPAIR	VAC	VEHICLE - A/C REPAIR
04/11/2023	477	VAC	VEHICLE- AC REPAIR	VAC	VEHICLE - A/C REPAIR
04/12/2023	2052	VENGC	VEHICLE - ENGINE COOLANT SYSTEM REPAIR	VENGC	VEHICLE - ENGINE COOLING SYSTEM REPAIR
04/12/2023	2052	VAC	VEHICLE- AC REPAIR	VENGC	VEHICLE - ENGINE COOLING SYSTEM REPAIR
04/12/2023	2052	VAC	VEHICLE- AC REPAIR	VENGC	VEHICLE - ENGINE COOLING SYSTEM REPAIR
04/12/2023	2052	VAF	VEHICLE- AIR FILTER	VENGC	VEHICLE - ENGINE COOLING SYSTEM REPAIR
04/12/2023	2052	VAC	VEHICLE- AC REPAIR	VENGC	VEHICLE - ENGINE COOLING SYSTEM REPAIR
04/12/2023	478	VAC	VEHICLE- AC REPAIR	VAC	VEHICLE - A/C REPAIR
04/12/2023	478	VLTN	VEHICLE - LIGHTING	VAC	VEHICLE - A/C REPAIR
04/12/2023	478	VAC	VEHICLE- AC REPAIR	VAC	VEHICLE - A/C REPAIR
04/12/2023	478	VAC	VEHICLE- AC REPAIR	VAC	VEHICLE - A/C REPAIR
04/12/2023	481	VOIL	VEHICLE - OIL LUBE & FILTER	VOIL	VEHICLE - OIL LUBE AND FILTER
04/12/2023	481	VSUSP	VEHICLE - SUSPENSION REPAIR	VOIL	VEHICLE - OIL LUBE AND FILTER
04/12/2023	481	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	VOIL	VEHICLE - OIL LUBE AND FILTER
04/12/2023	258	VOIL	VEHICLE - OIL LUBE & FILTER	VOIL	VEHICLE - OIL LUBE AND FILTER
04/12/2023	258	VTIRER	VEHICLE - TIRES, ROTATE	VOIL	VEHICLE - OIL LUBE AND FILTER
04/12/2023	258	VEP	VEHICLE - ENGINE PERFORMANCE	VOIL	VEHICLE - OIL LUBE AND FILTER
04/13/2023	2059	VDMG	VEHICLE - VEHICLE DAMAGE	VDMG	VEHICLE - VEHICLE DAMAGE
04/13/2023	2059	VDC	VEHICLE - R/R DECALS	VDC	VEHICLE - R/R DECALS
04/17/2023	462	VOIL	VEHICLE - OIL LUBE & FILTER	VOIL	VEHICLE - OIL LUBE AND FILTER
04/17/2023	462	VTIREF	VEHICLE - TIRES, FLAT REPAIRS	VOIL	VEHICLE - OIL LUBE AND FILTER
04/17/2023	462	VEMGL	VEHICLE - EMERGENCY LIGHTING	VOIL	VEHICLE - OIL LUBE AND FILTER
04/17/2023	1104	VEP	VEHICLE - ENGINE PERFORMANCE	VEP	VEHICLE - ENGINE PERFORMANCE
04/17/2023	409	VEP	VEHICLE - ENGINE PERFORMANCE	VEP	VEHICLE - ENGINE PERFORMANCE
04/17/2023	405	VBAT	VEHICLE - BATTERIES	VBAT	VEHICLE - BATTERIES
04/18/2023	498	VWIPE	VEHICLE - WIPERS	VWIPE	VEHICLE - WIPERS
04/18/2023	498	VWIPE	VEHICLE - WIPERS	VWIPE	VEHICLE - WIPERS
04/18/2023	498	VSP	VEHICLE - POWER STEERING REPAIR	VWIPE	VEHICLE - WIPERS

Vehicle Maintenance Monthly Report

April 2023

04/18/2023	498	VMM	VEHICLE - MOTOR REPAIR	VWIPE	VEHICLE - WIPERS
04/18/2023	498	VSUSP	VEHICLE - SUSPENSION REPAIR	VWIPE	VEHICLE - WIPERS
04/18/2023	458	VTRANS	VEHICLE - TRANSMISSION SERVICE	VTRANS	VEHICLE - TRANSMISSION SERVICE
04/18/2023	458	VSTART	VEHICLE - STARTERS	VTRANS	VEHICLE - TRANSMISSION SERVICE
04/18/2023	458	VEX	VEHICLE - EXHAUST REPAIR	VTRANS	VEHICLE - TRANSMISSION SERVICE
04/19/2023	459	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	485	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	449	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	411	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	481	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	484	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	482	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	470	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	480	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	1104	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	493	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	487	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	492	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	486	VINS	VEHICLE - INSPECTION STICKER	VINS	VEHICLE - INSPECTION STICKER
04/19/2023	267	VTIREN	VEHICLE - TIRES , NEW	VTIREN	VEHICLE - NEW TIRES
04/19/2023	267	VETRIM	VEHICLE - EXTERIOR TRIM REPAIR	VTIREN	VEHICLE - NEW TIRES
04/19/2023	267	VAC	VEHICLE- AC REPAIR	VTIREN	VEHICLE - NEW TIRES
04/19/2023	267	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	VTIREN	VEHICLE - NEW TIRES
04/19/2023	267	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	VTIREN	VEHICLE - NEW TIRES
04/19/2023	267	VMISC	VEHICLE - MISCELLANEOUS REPAIRS	VTIREN	VEHICLE - NEW TIRES
04/19/2023	409	VAC	VEHICLE- AC REPAIR	VAC	VEHICLE - A/C REPAIR
04/19/2023	261	VEQR	VEHICLE - EQUIPMENT REPAIR	VEQR	VEHICLE - EQUIPMENT REPAIR
04/30/2023	434	VTIREF	VEHICLE - TIRES, FLAT REPAIRS	VTIREF	VEHICLE - FLAT TIRE REPAIRS

Council Meeting
May 25, 2023
Agenda Item #4C

CONSENT AGENDA:
Correspondence

TML LEGISLATIVE UPDATE



May 5, 2023
Number 18

Senate Committee Approves Preemption Bill, Heads to Senate Floor

[H.B. 2127](#) seeks to prevent cities and counties from adopting or enforcing local ordinances or orders related to any activity contained in several state codes unless expressly allowed by state law. The House approved H.B. 2127 on April 19. The text of the bill as passed in the House can be accessed [here](#). On Thursday, the Senate Committee on Business and Commerce approved and voted out H.B. 2127. The League anticipates the bill will be considered in the Senate next week. If the Senate approves the bill without any modifications, H.B. 2127 will be passed and sent to the Governor.

House Language

H.B. 2127, as it was approved by the House varies significantly from the as-filed version. The bill now contains the following provisions, among others:

- A prohibition on a city ordinance “regulating conduct in a field of regulation that is occupied by a provision” of certain state codes, unless expressly authorized by another statute. The following codes contain a field preemption clause: (1) Agriculture Code; (2)

Business and Commerce Code; (3) Finance Code; (4) Insurance Code; (5) Labor Code; (6) Natural Resources Code; (7) Occupations Code; and (8) Property Code.

- The Finance Code preemption language would seemingly preserve existing payday lending ordinances (pending existing litigation outcomes), but preempts cities from adopting new payday lending ordinances, or amending existing payday lending ordinances moving forward.
 - The Labor Code preemption language specifically provides that a field occupied by the Labor Code includes “employment leave, hiring practices, breaks, employment benefits, scheduling practices, and any other terms of employment that exceed or conflict with federal or state law for employers other than a municipality or county.”
 - The Occupations Code preemption language preserves city and county authority to regulate a massage establishment in accordance with Section 455.055 of the Occupations Code.
- Creation of a cause of action for a person or trade association to sue a city for an ordinance that violates a field preemption clause above. Further, the bill would waive governmental immunity to suit and entitle a claimant to recover both court costs and reasonable attorney’s fees. The bill would entitle a city to three months’ notice of a claim before a claimant may file suit.
- Language adding Sec. 51.002 of the Local Government Code stating that a city council may “adopt, enforce, or maintain an ordinance or rule only if the ordinance or rule is consistent with the laws of this state”.
- Specific preemption of a city ordinance that restricts or impedes a business “involving the breeding, care, treatment, or sale of animals or animal products, including a veterinary practice, or the business’s transactions if the person operating that business holds a license for the business that is issued the federal government or a state”.
- Language prohibiting a city from regulating the retail sale of dogs or cats, with an exception permitting such an ordinance adopted before April 1, 2023, until the state legislature adopts a statewide regulation for the retail sale of dogs or cats.
- Uncodified language in the bill stating that the bill does not prohibit: (1) a city or county from building or maintaining a road, imposing a tax, or carrying out any authority expressly authorized by statute; (2) a home-rule city from providing the same services and imposing the same regulations that a general-law city is authorized to provide or impose; (3) a city from adopting, enforcing, or maintaining an ordinance or rule that relates to the control, care, management, welfare, or health and safety of animals, except as otherwise provided by the bill; (4) a city or county from conducting a public awareness campaign; (5) a city or county from entering into or negotiating a collective bargaining agreement or adopt a policy related to its employees; and (6) a city or county from repealing or amending an

existing ordinance, order, or rule that violates the bill for the limited purpose of bringing the regulation into compliance with the bill.

Many Questions Remain

H.B. 2127's lack of specificity on exactly when a city is considered to be preempted has only created more questions about the impact of the bill. At best, the bill would abdicate the legislature's traditional role in setting specific limitations on city regulation to the courts. At worst, the bill attempts to dramatically scale back 110 years of Texas home rule city authority by running an end around of Article XI, Sec. 5 of the Texas Constitution. If the bill passes in something resembling its current form, city officials and residents will have to wait years for the courts to resolve countless lawsuits authorized by the bill to determine the scope of the proposed preemption.

For decades, Texas courts have explained that for the state legislature to preempt city authority, it must do so with unmistakable clarity. Courts have relied on this standard to evaluate specific state statutes' impact on city ordinances and invalidate conflicting city regulations, like local plastic bag bans. Instead of clearly and unambiguously spelling out exactly which city ordinances are preempted, H.B. 2127 cryptically states that city ordinances are preempted if they regulate conduct in a field of regulation occupied by one of the impacted state codes.

This begs the question – when does the state occupy a field of regulation? The bill doesn't answer that question, and instead punts it to the courts. Is a field occupied if a state code merely mentions a particular topic? What if state statute authorizes some governmental entities to act but not cities? Could a field be occupied if the legislature chooses not to regulate certain conduct? We simply don't know the answer to these questions right now.

H.B. 2127 provides that a city may continue to regulate if expressly authorized by statute. This language is helpful for cities in light of the rest of the bill, but still may not preserve home rule authority in certain areas. For instance, some state laws provide that a statute “shall not be construed” to limit a city's authority to act, or that state law does not affect a local ordinance. These provisions probably would not be construed as “expressly authorizing” city regulation. Under current law, a home rule city would clearly be authorized to regulate with that language in place due to home rule authority in the Texas Constitution. But the bill's preservation of only regulations “expressly authorized by statute” potentially preempts any city regulation that is expressly not prohibited by state statute.

As mentioned above, the House-approved version of H.B. 2127 adds Section 51.002 of the Local Government Code to only allow a city to adopt an ordinance that is consistent with the laws of the state. This raises even more questions about the scope of the bill. If state law is silent in a certain area, can a home rule city regulate in that area? One might argue yes, since the Texas Constitution gives home rule cities the full power of self-government. But the bill certainly calls home rule authority in question in several areas. There's a real possibility that a court would determine proposed Section 51.002 of the Local Government Code eliminates city regulatory authority in the absence of state regulation. Such an interpretation by the courts would effectively end home rule authority in Texas.

We urge city officials with concerns about the impact of H.B. 2127 to communicate their concerns to their senators immediately. If your senator's chief concern with city regulations is those of the employment benefits variety, point out to them that S.B. 130 by Senator Campbell does that with much more clarity and specificity. That bill has already passed the Senate and is waiting on action by the House. Because of the legal complexities involved in H.B. 2127, city officials may wish to consult with their city attorneys over the impact on their city and have the city attorney's opinion inform conversations with their elected officials in Austin.

Bills on the Move

Significant Floor Action

H.B. 5 (Hunter), creating a new economic development program for tax abatement agreements between the owner of a new investment project and a school district. Passed to third reading.

H.B. 410 (S. Thompson), prohibiting a peace officer to arrest, without a warrant, a person found only committing one or more misdemeanors related to certain traffic offenses that are punishable by fine only. Passed the House.

H.B. 504 (Wu), allowing only certain judges to issue a warrant for no-knock entries and limits the circumstances to which the warrants are issued. Passed the House.

H.B. 1819 (Cook), repealing city juvenile curfew ordinances except for purposes of emergency management. Passed the House.

H.B. 2239 (Troclair), providing a city may not prohibit the removal of Ashe Juniper trees located on residential property. Passed the House.

H.B. 2265 (Leach), prohibits or limits the award of compensatory damages for a delay in a construction contract caused solely by a governmental entity. Passed to third reading.

H.B. 2308 (Ashby/Perry), limiting city regulation of agricultural operations within city limits and ETJ. Passed the Senate.

H.B. 2350 (Cody Harris), prohibiting a city occupational license if the state issues an occupational license, with exceptions. Passed to third reading.

H.B. 2806 (Canales), allowing billboards to relocate in certain areas if the billboard use is discontinued due to a public construction project and requires a city to provide for the relocation by a special exception to any applicable zoning ordinance. Passed the House.

H.B. 3490 (Rogers), requiring a city to provide written notice containing certain information regarding any proposed zoning change that could result in the creation of a nonconforming use. If a nonconforming use is required by a city to cease operation, the owner or lessee of the property

is entitled to receive either payment for costs associated with closing the operation or additional time to engage in the nonconforming use. TML provided [written testimony](#). Passed the House.

[H.B. 3492](#) (Stucky), prohibits cities from using the cost of constructing or improving public infrastructure as a factor in determining certain value-based fees related to engineering, inspection, and subdivision. Passed the House.

[H.B. 3659](#) (Hefner), establishing a minimum value for property that could be seized by law enforcement under civil asset forfeiture provisions and requires reporting to the attorney general of seized property and its value. Passed the House.

[H.B. 4082](#) (Goldman), allowing for use of certificates of obligation for “public works” but prohibits their usage for certain new stadiums, convention centers, civic centers, hotels, and arenas. Passed the House.

[H.B. 4175](#) (Cody Harris), requiring a city to provide full municipal services to certain areas in the ETJ. Passed the House.

[S.B. 1017](#) (Birdwell/Landgraf), prohibiting a city from adopting or enforcing an ordinance, order, or regulation that limits access to an energy source or an engine. Sent to governor.

[S.B. 1419](#) (Birdwell), prohibiting cities from making a loan or grant of public money under a Chapter 380 economic development agreement from the proceeds of property taxes or other city obligations payable from property taxes and adding transparency measures. TML [testified](#) in committee. Passed the Senate.

[S.B. 2037](#) (Bettencourt), prohibits cities from applying subdivision regulations and certain road and groundwater regulations in the ETJ. TML [testified](#) in committee. Passed the Senate.

[S.B. 2038](#) (Bettencourt/C. Bell), requiring a city to release an area from the ETJ if the population of an area is less than 200 and upon petition from more than 50 percent of qualified voters. Requires release of an area with a population of 200 or more from the ETJ after a petition and election. TML [testified](#) in committee and provided [written testimony](#). Passed the House.

Significant Committee Action

[H.B. 586](#) (E. Thompson), allowing a city to annex a road right-of-way to bring a voluntarily requested area into city limits. Voted from Senate Local Government.

[H.B. 622](#) (Shaheen), allowing cities to satisfy any law that requires notice to be published in a newspaper by publishing notice in an alternate form of media, including social media, utility billings, and direct mailings. TML [testified](#) in committee. Committee substitute voted from House County Affairs.

[H.B. 1191](#) (Cain), prohibiting a city from allowing six or fewer chickens in the boundaries of a city. Committee substitute voted from House Agriculture and Livestock.

H.B. 1526 (Cody Harris), limiting parkland dedication requirements and fees in lieu of dedication for cities over 800,000 in population. Left pending after hearing from Senate Natural Resources and Economic Development.

H.B. 1750 (Burns), limiting city regulation of agricultural operations within city limits and ETJ. Voted from Senate Water, Agriculture and Rural Affairs.

H.B. 1922 (Dutton), requiring a review of building permit fees every ten years. Voted from Senate Local Government.

H.B. 2127 (Burrows), preempts city regulation in a field occupied by the Agriculture, Business and Commerce, Finance, Insurance, Labor, Natural Resources, Occupations, and Property Code unless expressly authorized by statute. Voted from Senate Business and Commerce.

H.B. 3613 (Cain), requiring a city that is divided into districts, wards, or other areas to elect all councilmembers following each apportionment on the first uniform election date. Voted from House Urban Affairs.

S.B. 491 (Hughes), prohibiting a city over 725,000 in population from adopting or enforcing a zoning regulation that limits the height of a building based on the lot's proximity to another lot that is more than 50 feet away. Voted from House Land & Resource Management.

S.B. 1787 (Bettencourt), prohibiting a city from requiring a residential lot to be larger than 1,400 square feet, wider than 20 feet, or deeper than 60 feet, and from adopting certain other requirements on small lots. Applies to cities in counties with a population of 300,000 or more. Committee substitute voted from Senate Local Government.

Federal Infrastructure Bill Update

In November 2021, the federal Infrastructure Investment and Jobs Act (IIJA) was signed into law. The IIJA is altogether a \$1.2 trillion bill that will invest in the nation's core infrastructure priorities including roads, bridges, rail, transit, airports, ports, energy transmission, water systems, and broadband.

The League will monitor state and federal agencies and work with the National League of Cities (NLC) to access the latest information relating to the IIJA. We will provide periodic updates in the Legislative Update on resources for Texas cities on how to access IIJA funding for local infrastructure projects.

U.S. Department of Transportation (DOT)

Reminder: Applications for the DOT's Charging and Fueling Infrastructure (CFI) Discretionary Grant Program are due by **10:59:59 PM CST on May 30, 2023**. The CFI program will provide up to \$2.5 billion in grant funding for cities, counties, local governments, and Tribes to strategically

deploy EV charging and other alternative vehicle-fueling infrastructure projects in publicly accessible locations in urban and rural communities.

You can find more information about the CFI program [here](#).

City Officials Testify

When the legislature is in session, nothing compares to the effectiveness of city officials testifying at the Capitol. City officials who take the time to travel to Austin to speak out on important city issues should be applauded by us all. The League extends its thanks to all those who have vigilantly represented cities during this session. If we missed your testimony let us know by an email to alyssa@tml.org, and we'll recognize you in next week's edition.

- Sally Bakko, Intergovernmental Relations Director, City of Galveston
- Michael Evans, Mayor, City of Mansfield
- Jane Houston, Mayor, City of San Marcos
- Troy Lestina, Deputy City Manager, City of Mansfield
- Casey Lewis, Councilmember, City of Mansfield

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Council Meeting
May 25, 2023
Agenda Item #5

**Nomination and election of a
Mayor Pro-Tempore**

Council Meeting
May 25, 2023
Agenda Item #6

Ordinance No. 23-955,
Amending Ordinance No. 22-941,
Addendum No. 5

CITY OF HUMBLE

ORDINANCE NO. 23-955

AN ORDINANCE AMENDING CITY OF HUMBLE ORDINANCE 22-941, PASSED AND APPROVED THE 13TH DAY OF SEPTEMBER 2022 AND BEING AN ORDINANCE ADOPTING THE CITY OF HUMBLE BUDGET FOR FISCAL YEAR 2022-2023, BY ADDING TO THE BUDGET ADOPTED HEREBY AN ADDENDUM NO. 5; PROVIDING FOR A CERTAIN AMENDMENT TO SUCH BUDGET; MAKING CERTAIN FINDINGS; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.

WHEREAS, following proper notice and public hearing, the City Council adopted the City of Humble Budget for Fiscal Year 2022-2023 on September 13, 2022; and

WHEREAS, a budget amendment is necessary to increase the budget for the purchase of certain equipment and appropriate funds for a new capital project; and

WHEREAS, the City Council of the City of Humble, Texas hereby find and determines that public necessities require the adoption of such amendment; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUMBLE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

Section 2. City of Humble Ordinance No. 22-941 passed and approved the 13th day of September, 2022 is hereby amended by adding to the City of Humble Budget for Fiscal Year 2022-2023 adopted thereby, Addendum No. 5, a copy of which is attached hereto and made a part hereof for all purposes.

Section 3. That the City Secretary be authorized and directed to cause a true and correct copy of Addendum No. 5 to be attached to the City of Humble Budget for Fiscal Year 2022-2023 on file in the Office of the City Secretary.

Section 4. That this ordinance shall be effective immediately, upon passage.

PASSED, APPROVED, AND ADOPTED this 25th day of May, 2023.

Norman Funderburk
Mayor

ATTEST:

Maria Jackson
City Secretary

ADDENDUM NO. 5
ADDENDUM TO THE CITY OF HUMBLE BUDGET FOR THE FISCAL YEAR
2022-2023

	Revenues		Expenditures		Revenues (Over) Under Expenditures
	(Increase) Decrease		Increase (Decrease)		
GENERAL FUND					
Police Department Expenditures					
Computers (01-6103-04-00) - Reallocate funds for the purchase of a Leica Terrestrial Scanner.	\$	-	\$	(7,250.35)	\$ (7,250.35)
Purchase - Motor Vehicles (01-6920-04-00) - Reallocate funds for the purchase of a Leica Terrestrial Scanner.		-		(30,000.00)	(30,000.00)
		-		(37,250.35)	(37,250.35)
TOTAL GENERAL FUND AMENDMENTS					
	\$	-	\$	(37,250.35)	\$ (37,250.35)
WATER & SEWER FUND					
Water Department Expenditures					
2nd Surface Water Interconnection Project (02-8603-20-00) - Establish budget for the engineering services contract for the 2nd Surface Water Interconnection Project.	\$	-	\$	273,550.00	\$ 273,550.00
TOTAL WATER & SEWER FUND AMENDMENTS					
	\$	-	\$	273,550.00	\$ 273,550.00
SPECIAL REVENUE FUND - TRAFFIC ENFORCEMENT					
Computers (41-6103-00-00) - Reallocate funds for the purchase of a Leica Terrestrial Scanner.	\$	-	\$	(10,000.00)	\$ (10,000.00)
Purchase - Machinery & Equipment (41-6900-00-00) - Reallocate funds for the purchase of a Leica Terrestrial Scanner.		-		47,250.35	47,250.35
TOTAL SPECIAL REVENUE FUND - TRAFFIC ENFORCEMENT					
	\$	-	\$	37,250.35	\$ 37,250.35
TOTAL AMENDMENTS - ALL FUNDS					
	\$	-	\$	273,550.00	\$ 273,550.00

Review of bid process and justification for Leica Terrestrial Scanner

Allterra (Trimble):	\$68,636.20
Faro:	\$75,156.54
Leica:	\$115,886.35

Allterra (Trimble):

- Only Terrestrial Scanner and GNSS data point collector available
- Software Program Allterra (Trimble) uses is poor quality and is not user friendly
- Allterra (Trimble) Scanner is not widely used by other departments

Faro:

- Software Program for Faro is difficult to use
- Customer Support very poor
- Only Terrestrial Scanner and Handheld Scanner available

Leica:

- Terrestrial Scanner, GNSS data point collector and Handheld Scanner available
- Software Program that Leica uses is of the best technology and is user friendly
- Leica Scanner is the industry standard for Law Enforcement

Currently the Humble Police Department is using the Sokkia Total Station along with drone software technology. Both of these products that are currently used can complete an investigation however it is a timely process. Example is on a crash investigation we are having to shut down the roadway for several hours to complete these investigations. The Total Station has limitations and will only produce a 2D product. The total station and the images from the drone can be intergraded but does not have the software to preform calculations for reconstruction purposes.

Terrestrial Laser Scanners are used for detailed 3D data acquisition of objects. This laser scanning is very fast and efficient way of processing crime and crash investigations. The terrestrial scanner enables fast precise mapping of the land and its dimensions.

The Global Navigation System (GNSS) refers to receiver that provides professional-grade positioning information for data collection.

The handheld terrestrial laser scanner uses this same technology. The handheld scanner is used to scan locations that the stationary scanner cannot see. Example would be scanning the inside of a vehicle underneath a vehicle and small rooms and areas the terrestrial scanner cannot be placed.

The Leica system cost more than the other two systems. However, the Leica system all three: terrestrial scanner, GNSS data collector and the handheld scanner are available. The Faro system only the terrestrial scanner and the handheld scanner are available, does not offer the GNSS data collector. The Allterra (Trimble) system only offers the terrestrial scanner and the GNSS data collector, does not offer the handheld scanner.

Leica is the only vendor that offers all three options. The terrestrial scanners, GNSS data collectors and the handhelds by each vendor are not compatible with each other's systems. Also, the Leica system is the most advanced when it comes to the technology compared to any other systems on the current market.

The benefits of going with this Leica system, it is the industry standard in law enforcement and surrounding agencies are already using this technology. Harris County Sheriff Department, Texas DPS, and other agencies in the area are currently using the Leica system. An example is, if a multi casualty event occurs and we need to request assistance from other agencies with like scanners they would be able to assist. If our scanner happens to go down and is not operational at the time of an incident, we can request assistance to use other like scanners from another agency to complete our investigations.

The past several months the Humble Police Department had all three vendors come out and provide a demonstration of these products. All three vendors were given the same scenario which was staging two vehicles in a parking lot to simulate a crash.

First vendor that was demonstrated was Allterra (Trimble). After mapping the scene with the Allterra (Trimble) terrestrial scanner we proceeded to integrate the scanned images along with the drone photos that were taken of the crash scene to produce a product. It was determined that the software was not user friendly and a finished product was not able to be completed that day. The demonstrator that was an expert in this product and software could not complete the product and had to come back until the completed product was done several days later.

Next demonstration was conducted by Faro. After mapping the scene with the Faro terrestrial and handheld scanners we proceeded to integrate the scanned images along with the drone photos of the crash scene. It was determined that the software used by Faro was not of good quality and they too were unable to provide a finished product before the end of the day. The demonstrators who were experts in the product stated that they would complete the scanned drawing and send it to us. As of this letter we still have not received the product we requested. Faro customer service is lacking and questionable to say the least.

The last demonstration was conducted by Leica. After mapping the scene with the Leica terrestrial, handheld scanner, GNSS and the drone photos we proceeded to integrate them to produce a finished product. It was determined that the software the Leica used for producing the product was very user friendly and they were able to produce a final product that day and demonstrate the quality of their products capabilities.

Crime Scene Officers along with Crash Scene Investigators were present during all three demonstrations. All the officers that participated in these demos stated that the Leica equipment along with its software was the easiest to use and did not require a tech savy person to navigate this equipment and software.

The Leica terrestrial scanner would not only benefit the Police Department, can also be used for surveying buildings and any other locations Public Works deemed necessary. It would also benefit the Fire Department and Fire Marshalls Office with their Fire/Arson Investigations.

Budget considerations

Due to the increase in cost for the Leica system terrestrial scanner at \$115,886.35, which is a 47,250.15 increase from what was budgeted in the 2022-2023 budget, we are only asking to buy the terrestrial scanner at this time. We will reallocate funds from other accounts in the budget to make up for this increase in costs.

Money will be moved from the following accounts:

4-6920 \$30,000

4-6103 \$7250.15

41-6103 \$10,000

We will be coming back in the 2023-2024 budget to ask for the Leica GNSS and hand held device for an additional \$96,807.22



ATTACHMENT “A”

May 17, 2023

Mr. Mark K. Arnold
Director of Public Works
City of Humble
102 Granberry
Humble, Texas 77338

Re: Proposal for Engineering and Construction Phase Services for the 2nd Surface Water Interconnection Project

Dear Mr. Arnold:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design and construction phase services for the above referenced project. This proposal is based on our understanding of the project as per our previous meetings and conversations. For your convenience, this proposal consists of a General Overview of the project, Scope of Services, and Fee Summary.

GENERAL OVERVIEW

The Harris-Galveston Subsidence District (HGSD) is a special-purpose district created by the Texas Legislature in 1975 and is authorized as a groundwater regulatory agency to cease ongoing and prevent future subsidence in Harris and Galveston counties. The District is divided into three Regulatory Areas. The Regulatory Plan sets out a schedule for regulating groundwater withdrawal for each of the three Regulatory Areas. The City of Humble is located in Regulatory Area 3. Based on the Regulatory Plan set out for Area 3, beginning in 2010 the City of Humble was required to take no more than 70% ground water (30% surface water conversion). The next phase of the surface water conversion happens in 2025 when the City of Humble will be required to take no more than 40% ground water (60% surface water conversion). The last phase of the surface water conversion will take place in 2035 when the City of Humble will be required to take no more than 20% ground water (80% surface water conversion). This project will provide a 2nd connection to the City of Houston’s water system that will provide the surface water needed for this conversion. This project will connect to the City of Houston on Rankin Road west of US 59 and connect to the City of Humble’s Well Site # 6 on Rankin Road just north of Kingfisher. This project will require coordination and approval from the City of Houston, TxDOT for the US 59 crossing, and the Union Pacific Rail Road for crossing their railroad tracks.

The estimated construction cost for the proposed surface water interconnection project is approximately \$2.2 million (includes a 15% contingency). This cost does not include any right-of-way/easement acquisition costs or permit fees.

This proposal addresses the engineering services ARKK will provide the City of Humble during the Design and Construction phases, as well as associated Surveying, Geotechnical Engineering, and other special services necessary to support the project. The proposal is separated into Basic Services (expected normal engineering design services) and Special Services (Surveying, Geotechnical Engineering, Special Tasks, etc.).

SCOPE OF SERVICES

A. Design Phase Basic Services

- Research and obtain information on the existing underground and overhead utility lines in the project areas.
- Coordinate with private utility companies and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project.
- Obtain any available record drawings from the City.
- Perform field reconnaissance of the project areas to obtain information on surface features and other pertinent information that may impact construction.
- Plot survey data of the existing and proposed alignment and prepare plan & profile background drawings for the proposed water line improvements.
- Compile and review other existing information such as right-of-way, easements, and traffic control requirements.
- Examine geotechnical information to determine potential soil conditions and potential impacts on construction methodology and costs.
- Provide estimated construction costs.
- Prepare project drawings, technical specifications, and bidding documents based on anticipated improvements. Provide draft documents for the City's review and comments.
- Coordinate with the City of Humble during the design phase and obtain input from the City.
- Incorporate appropriate comments from the City and other pertinent entities into the final bid documents.
- Prepare final engineering design drawings and specifications.

- Prepare final construction cost estimate for the project.
- Furnish three (3) sets of construction documents to the City.

B. Special Services - Design Phase

Surveying Services

- Utilize a survey subconsultant mutually agreeable to the City and ARKK.
- Obtain topographical survey along the right-of-way alignment for all project areas.
- The survey shall locate right-of-way iron rods and property corners at periodic locations to aid in locating the approximate right-of-way. A CAD file showing the approximate right-of-way lines on the topographical survey will be provided based on the located iron rods and property corners.
- Perform “measure downs” and provide vertical elevation information on the existing sanitary sewer and storm sewer, and other utilities in the project area.
- Surveyor will provide a signed “Survey Control Map” of all project areas to be used during construction.
- This scope does not include survey services associated with acquiring right-of-way or easements.

Geotechnical Services

- Utilize a geotechnical subconsultant mutually agreeable to the City and ARKK.
- Perform a geotechnical investigation of the project areas. Borings and/or pavement cores will be performed by truck-mounted or a buggy mounted drilling rig.
- The location of the soil borings will be taken at approximately 500 feet spacing along the project alignment.
- Perform laboratory testing to measure physical and engineering properties of selected representative soil samples.
- Prepare a Geotechnical Report providing recommendations and construction criteria for the proposed improvements.

Storm Water Pollution Prevention Plan

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project.

Permitting

- Coordinate with City of Houston Public Works Department for permitting and installation requirements for proposed water meter and water line improvements along Rankin Road. ARKK will obtain plan approval from The City of Houston for the proposed construction.
- Coordinate with Texas Department of Transportation (TxDOT) for permitting and installation requirements for proposed water line improvements crossing under Hwy 59 and the frontage roads. Utilize TxDOT's Utility Installation Review (UIR) website to obtain TxDOT approval for the proposed construction.
- Coordinate with Union Pacific Railroad for approval to construct proposed water line across UP Railroad tracks.
- This scope does not include costs for permitting/application fees that may be incurred for obtaining permits/approvals from each entity. Permit application fees may utilize the Miscellaneous Services or be paid directly by the City of Humble.

Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports beyond the three (3) sets of construction documents provided (as listed in the design services) to the City.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction

C. Construction Phase Services

This phase will be entered into after the acceptance of the final engineering design drawings and documents by the City of Humble.

- Assist the City in obtaining bids for the project. The City of Humble will advertise the project and will absorb all related advertising costs. ARKK will coordinate with the City and will assist in developing the wording of the advertisement.
- ARKK will dispense bid documents to potential bidders and suppliers using the Civcast online plan room service operated by Amtek USA.
- During the bidding process, provide information to and answer questions from potential bidders concerning the project's construction documents and prepare addendums as necessary.

- Conduct a pre-bid conference for potential bidders.
- Evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.
- Assist City's project representative during the construction phase.
- Conduct a pre-construction conference for the project.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions or as requested by the City.
- Review the contractor's pay estimates, evaluate the completion of work, and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Full time site representation is not included as part of this proposal.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City of Humble that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final review of the Project and make a recommendation for Final Payment on the Project.
- Engineer shall provide one set of reproducible record plans based on the drawings provided to the Engineer by the Contractor(s).

FEE SUMMARY

The fee is separated into Design Phase and Construction Phase:

Design Phase Services

Basic Services Fees are:

Engineering Design: Lump Sum Amount of \$140,000.00

Special Services Fees are:

Topographic Surveying: Cost plus 10% \$34,350.00

Easement Documents: Cost plus 10% \$6,000.00

Geotechnical Engineering: Cost plus 10% \$22,200.00

Traffic Control Plan: Lump Sum Amount of \$3,500.00

Storm Water Pollution Prevention Plan: Lump Sum Amount of \$2,500.00

Permitting: Lump Sum Amount of \$10,000.00

* Reproduction: Cost plus 10% \$2,500.00

* Miscellaneous Services: Hourly and Cost plus 10% \$10,000.00

Total Design Phase Amount: \$231,050.00

Construction Phase Services

Basic Services Fees are:

Construction Administration and Support: (Hourly and cost plus 10%) \$42,500.00

Total Construction Phase Amount: \$42,500.00

**At this time the magnitude of these tasks are not know. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run, or by contract amendment.*

ARKK will submit monthly progress invoices for all work completed to invoice date. The total contract authorization amount is not-to-exceed **\$273,550.00**.

Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 2.99 and direct cost plus 10%. Mileage will be charged at the current IRS prevailing rate. No additional services will be performed or invoiced without prior authorization form the City of Humble.

ARKK appreciates the opportunity to submit this proposal and we look forward to continuing our work with the City of Humble.

Sincerely,
ARKK ENGINEERS, LLC



John D. Rudloff, P.E.
Principal/Senior Project Manager

Council Meeting
May 25, 2023
Agenda Item #7

HDR Engineering, Inc.
Awarding Engineering
Service Contract

MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____

THIS AGREEMENT is made as of this _____ day of _____, 20____, between _____, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached HDR Engineering, Inc. Terms and Conditions.

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

EXHIBIT A

TASK ORDER

This Task Order pertains to an Agreement by and between _____, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated _____, 20____, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:

PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER’S FEE:

PART 6.0 OTHER:

HDR has requested scope of services and fees from geotechnical, survey, and urban forestry subconsultants. We are also currently preparing scope and fee for drainage impact analysis, environmental, preliminary engineering and final design, bid, construction management, and site representation services. The scope and fee will be inserted into this Exhibit A of the agreement.

This Task Order is executed this _____ day of _____, 20__.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no

provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project.

Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3)(an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11)(architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

Council Meeting
May 25, 2023
Agenda Item #8

ARKK Engineering, LLC
Engineering and Construction
Phase Services Contract

THE STATE OF TEXAS
COUNTY OF HARRIS

AGREEMENT FOR SERVICES

This Agreement entered into as of the _____ day of _____, A.D., 2023,
by and between ARKK Engineers, LLC., hereinafter referred to as the "Consultant", and the City of
Humble, Texas, hereinafter referred to as the "Client".

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to
Engineering Services associated with the **2nd Surface Water Interconnect Project**. (hereinafter referred
to as the Project).

NOW, THEREFORE, Client and Consultant hereby agree as follows:

1. Engagement of Consultant - Consultant hereby agrees to perform the services
required under the scope of work related to the Project, and to provide Client with copies of the
information, opinions, and other such documents made the basis of the scope of services, which is set out
in Attachment "A" and made a part of this contract. Consultant agrees to initiate services that are set out
in Attachment "A" upon receipt of an executed copy of this Agreement.

2. Availability of Information - Client agrees to provide Consultant with all available
information pertinent to the Project. Client will also provide copies of reports, drawings and other data,
and will, at Consultant's request, provide written authorization to review Client's files relative to the
Project which may be in possession of third parties. Consultant agrees to return all original documents
to Client upon completion of the Project, but reserves the right to make and keep reproducible copies of
all such material.

3. Access to Facilities - Client will provide access for the Consultant to enter the property and facilities of Client, as necessary for Consultant to perform services as required under the Project.

4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the Client. The Consultant is given the right to use any of this data in connection with future engineering projects. The Consultant may retain copies of reproduces of any information prepared for this Project.

5. Fee - The Consultant's fee for the scope of services as stated in Attachment "A" provided by Consultant under this Agreement as set out in Attachment "A".

6. Payment and Fee Schedule - The Consultant will submit a monthly invoice for services rendered.

7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by Client within thirty (30) days following receipt of Consultant's monthly invoice.

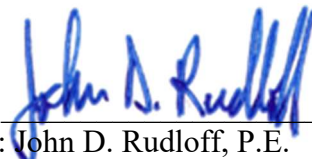
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.

9. Termination - The Client may terminate this contract at any time by giving notice in writing to the Consultant. In that case, all finished or unfinished documents and other materials produced under this contract, shall become the Client's property. If the contract is terminated by the Client in accordance with this provision, Consultant shall be paid for all work performed to the date of termination.

10. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Harris County, Texas.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ARKK ENGINEERS, LLC.
Consultant



BY: John D. Rudloff, P.E.
Principal

CITY OF HUMBLE, TEXAS
Client

BY: Jason Stuebe
City Manager of Humble, Texas



ATTACHMENT “A”

May 17, 2023

Mr. Mark K. Arnold
Director of Public Works
City of Humble
102 Granberry
Humble, Texas 77338

Re: Proposal for Engineering and Construction Phase Services for the 2nd Surface Water Interconnection Project

Dear Mr. Arnold:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design and construction phase services for the above referenced project. This proposal is based on our understanding of the project as per our previous meetings and conversations. For your convenience, this proposal consists of a General Overview of the project, Scope of Services, and Fee Summary.

GENERAL OVERVIEW

The Harris-Galveston Subsidence District (HGSD) is a special-purpose district created by the Texas Legislature in 1975 and is authorized as a groundwater regulatory agency to cease ongoing and prevent future subsidence in Harris and Galveston counties. The District is divided into three Regulatory Areas. The Regulatory Plan sets out a schedule for regulating groundwater withdrawal for each of the three Regulatory Areas. The City of Humble is located in Regulatory Area 3. Based on the Regulatory Plan set out for Area 3, beginning in 2010 the City of Humble was required to take no more than 70% ground water (30% surface water conversion). The next phase of the surface water conversion happens in 2025 when the City of Humble will be required to take no more than 40% ground water (60% surface water conversion). The last phase of the surface water conversion will take place in 2035 when the City of Humble will be required to take no more than 20% ground water (80% surface water conversion). This project will provide a 2nd connection to the City of Houston’s water system that will provide the surface water needed for this conversion. This project will connect to the City of Houston on Rankin Road west of US 59 and connect to the City of Humble’s Well Site # 6 on Rankin Road just north of Kingfisher. This project will require coordination and approval from the City of Houston, TxDOT for the US 59 crossing, and the Union Pacific Rail Road for crossing their railroad tracks.

The estimated construction cost for the proposed surface water interconnection project is approximately \$2.2 million (includes a 15% contingency). This cost does not include any right-of-way/easement acquisition costs or permit fees.

This proposal addresses the engineering services ARKK will provide the City of Humble during the Design and Construction phases, as well as associated Surveying, Geotechnical Engineering, and other special services necessary to support the project. The proposal is separated into Basic Services (expected normal engineering design services) and Special Services (Surveying, Geotechnical Engineering, Special Tasks, etc.).

SCOPE OF SERVICES

A. Design Phase Basic Services

- Research and obtain information on the existing underground and overhead utility lines in the project areas.
- Coordinate with private utility companies and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project.
- Obtain any available record drawings from the City.
- Perform field reconnaissance of the project areas to obtain information on surface features and other pertinent information that may impact construction.
- Plot survey data of the existing and proposed alignment and prepare plan & profile background drawings for the proposed water line improvements.
- Compile and review other existing information such as right-of-way, easements, and traffic control requirements.
- Examine geotechnical information to determine potential soil conditions and potential impacts on construction methodology and costs.
- Provide estimated construction costs.
- Prepare project drawings, technical specifications, and bidding documents based on anticipated improvements. Provide draft documents for the City's review and comments.
- Coordinate with the City of Humble during the design phase and obtain input from the City.
- Incorporate appropriate comments from the City and other pertinent entities into the final bid documents.
- Prepare final engineering design drawings and specifications.

- Prepare final construction cost estimate for the project.
- Furnish three (3) sets of construction documents to the City.

B. Special Services - Design Phase

Surveying Services

- Utilize a survey subconsultant mutually agreeable to the City and ARKK.
- Obtain topographical survey along the right-of-way alignment for all project areas.
- The survey shall locate right-of-way iron rods and property corners at periodic locations to aid in locating the approximate right-of-way. A CAD file showing the approximate right-of way lines on the topographical survey will be provided based on the located iron rods and property corners.
- Perform “measure downs” and provide vertical elevation information on the existing sanitary sewer and storm sewer, and other utilities in the project area.
- Surveyor will provide a signed “Survey Control Map” of all project areas to be used during construction.
- This scope does not include survey services associated with acquiring right-of-way or easements.

Geotechnical Services

- Utilize a geotechnical subconsultant mutually agreeable to the City and ARKK.
- Perform a geotechnical investigation of the project areas. Borings and/or pavement cores will be performed by truck-mounted or a buggy mounted drilling rig.
- The location of the soil borings will be taken at approximately 500 feet spacing along the project alignment.
- Perform laboratory testing to measure physical and engineering properties of selected representative soil samples.
- Prepare a Geotechnical Report providing recommendations and construction criteria for the proposed improvements.

Storm Water Pollution Prevention Plan

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project.

Permitting

- Coordinate with City of Houston Public Works Department for permitting and installation requirements for proposed water meter and water line improvements along Rankin Road. ARKK will obtain plan approval from The City of Houston for the proposed construction.
- Coordinate with Texas Department of Transportation (TxDOT) for permitting and installation requirements for proposed water line improvements crossing under Hwy 59 and the frontage roads. Utilize TxDOT's Utility Installation Review (UIR) website to obtain TxDOT approval for the proposed construction.
- Coordinate with Union Pacific Railroad for approval to construct proposed water line across UP Railroad tracks.
- This scope does not include costs for permitting/application fees that may be incurred for obtaining permits/approvals from each entity. Permit application fees may utilize the Miscellaneous Services or be paid directly by the City of Humble.

Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports beyond the three (3) sets of construction documents provided (as listed in the design services) to the City.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction

C. Construction Phase Services

This phase will be entered into after the acceptance of the final engineering design drawings and documents by the City of Humble.

- Assist the City in obtaining bids for the project. The City of Humble will advertise the project and will absorb all related advertising costs. ARKK will coordinate with the City and will assist in developing the wording of the advertisement.
- ARKK will dispense bid documents to potential bidders and suppliers using the Civcast online plan room service operated by Amtek USA.
- During the bidding process, provide information to and answer questions from potential bidders concerning the project's construction documents and prepare addendums as necessary.

- Conduct a pre-bid conference for potential bidders.
- Evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.
- Assist City's project representative during the construction phase.
- Conduct a pre-construction conference for the project.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions or as requested by the City.
- Review the contractor's pay estimates, evaluate the completion of work, and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Full time site representation is not included as part of this proposal.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City of Humble that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final review of the Project and make a recommendation for Final Payment on the Project.
- Engineer shall provide one set of reproducible record plans based on the drawings provided to the Engineer by the Contractor(s).

FEE SUMMARY

The fee is separated into Design Phase and Construction Phase:

Design Phase Services

Basic Services Fees are:

Engineering Design: Lump Sum Amount of \$140,000.00

Special Services Fees are:

Topographic Surveying: Cost plus 10% \$34,350.00

Easement Documents: Cost plus 10% \$6,000.00

Geotechnical Engineering: Cost plus 10% \$22,200.00

Traffic Control Plan: Lump Sum Amount of \$3,500.00

Storm Water Pollution Prevention Plan: Lump Sum Amount of \$2,500.00

Permitting: Lump Sum Amount of \$10,000.00

* Reproduction: Cost plus 10% \$2,500.00

* Miscellaneous Services: Hourly and Cost plus 10% \$10,000.00

Total Design Phase Amount: \$231,050.00

Construction Phase Services

Basic Services Fees are:

Construction Administration and Support: (Hourly and cost plus 10%) \$42,500.00

Total Construction Phase Amount: \$42,500.00

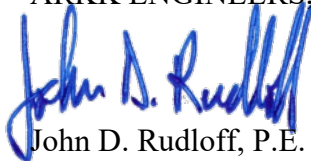
**At this time the magnitude of these tasks are not know. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run, or by contract amendment.*

ARKK will submit monthly progress invoices for all work completed to invoice date. The total contract authorization amount is not-to-exceed **\$273,550.00**.

Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 2.99 and direct cost plus 10%. Mileage will be charged at the current IRS prevailing rate. No additional services will be performed or invoiced without prior authorization form the City of Humble.

ARKK appreciates the opportunity to submit this proposal and we look forward to continuing our work with the City of Humble.

Sincerely,
ARKK ENGINEERS, LLC



John D. Rudloff, P.E.
Principal/Senior Project Manager

Council Meeting
May 25, 2023
Agenda Item #9

Parade and Assembly Permit
St. Mary Magdalene
Catholic Church



City of Humble

Building and Inspection Department
114 W. Higgins
Humble, Texas 77338

Parade and Assembly Permit Application

I, Anthony (Tony) Butera, do hereby make application for a

☒ Parade Procession ☐ Assembly

along the City Streets, Side Walks, Rights-of-Way, Public Grounds (circle all that apply) in the City of Humble, Texas to be held on (date) JUNE 11, 2023 at (beginning time) 6:15 PM to (ending time) 6:45 PM.

The parade route will include the following streets: Ferguson St. Right on
CAROLYN St Right to So. Houston ave 900 block to entrance
of St. Mary Magdalene Catholic Church.

The assembly area will be: STARTING AND ENDING at St. Mary Magdalene
Catholic Church 527 So. Houston Ave, Humble TX 77358

Proof of liability insurance must be attached herewith. The statement should include company name, policy number and expiration date.

Organization: St. Mary Magdalene
Applicant: Anthony (Tony) Butera Business/Facility mgr
Telephone: 281-446-8211 (832) 279-7072
E-Mail: ~~fbutera~~ fbutera@st-mm.com

Parades may not be held during the following times: 7:00 a.m. to 9:00 a.m.; 11:00 a.m. to 1:00 p.m.; 3:30 p.m. to 6:00 p.m. except on Sundays or days declared a legal holiday by the City Council.

[Signature]
Signature

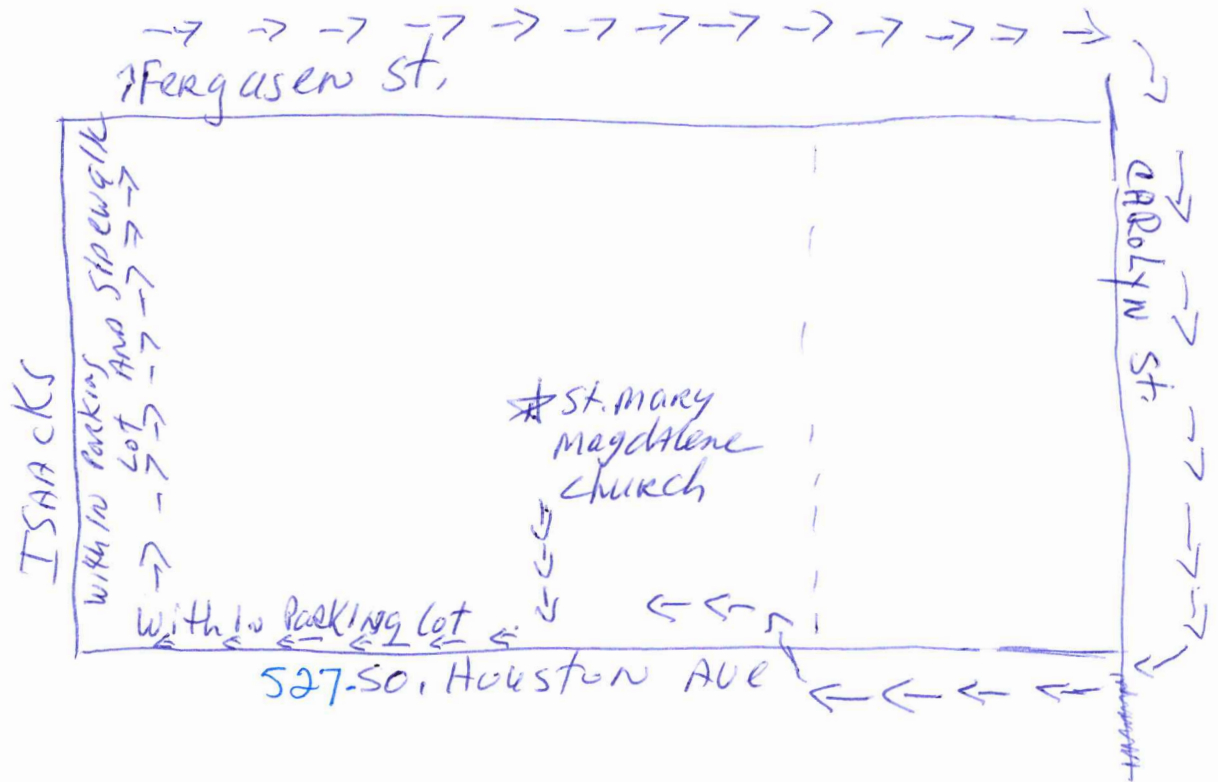
5/8/23
Date

Approved: _____

Denied: _____

June 11, 2023

st. mary magdalene



Council Meeting
May 25, 2023
Agenda Item #10

COMMUNITY ANNOUNCEMENTS

Council Meeting
May 25, 2023
Agenda Item #11

ADJOURN